

JOE ARINO

Case # 5-5-1886 Local 70, Oakland, California, and Transcon Lines

Joint Council 7 Dispute Union wants company to install heaters and defrosters. Company claims they are not needed in this area.

Case # LD-1656

Joint Council #7 Labor-Management Committee Motion:
That the Union's position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
January 21, 1965

May JWAC Motion; Postponed.

NOTE: Joint Council #7 Labor-Management Committee
Case #LD-1665 - Local 70 and L.A.S.M.E. will be decided
by the decision in this case.

* * * * *

Case # 8-5-1997 Local 70, Oakland, California and Sterling Transit

Joint Council 7 Dispute Interpretation of Contract with regard to bidding of routes.

Case # LD -1806.

Joint Council #7 Labor-Management Committee Motion:
That the Union's position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
May 20, 1965.

* * * * *

Case # 8-5-1998 Local 70, Oakland, California and Transcon

Joint Council 7 Dispute Tollfree dispatched from Hall as casual, is a qualified worker and should not have been refused. Rejection letter on file with Union.

Case #LD 1840

Joint Council #7 Labor-Management Committee Motion:
That the Union's position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
May 20, 1965.

* * * * *

Billy
Case # 5-5-1879 Local 70, Oakland, California and
Pacific Intermountain Express

Joint
Council 7
Dispute

LD-1753, 1754 (Local 70 vs. P.I.E.) Article II

Cases originally filed through Hiring Hall Committee. Hearings consolidated by agreement.

Union feels that Tolefree should have been permitted to work as dispatched from Hiring Hall on September 25, October 2nd, and October 4, 1964; that he is a qualified worker, that he should receive a day's pay for each of the days on which he was refused employment.

Company objects to filing as out of order per Article 38 (4) of the Contract; that in their considered opinion, the man was unacceptable for employment; that in the exercise of hiring privilege they violated no provisions of the Contract.

Case # LD-1753 and #LD-1754

Joint Council #7 Labor-Management Committee Motion:
That the Union's position be denied.

Deadlocked Joint Council #7 Labor-Management Committee
March 18, 1965

NOTE: The decision in Cases #LD-1753 and #LD-1754 shall apply to the following Cases:

LD-1741 - 1755 - 1766 - 1785 - 1789 - 1791 - 1792
1793 - 1794 - 1795 - 1796

May JWAC Action; That in this case and cases pertaining to this case be referred back to the Hiring Hall Committee for adjudication. In the event that they don't hear them, and that rules of procedure governing the committee action of the Hiring Hall be reduced to writing.

Beery
JAMES MARSHALL

Case # Local 70, Oakland, California, and
8-5-1999 Wells Cargo

Joint On Saturday, when the local terminal was closed, a Reno driver picked
Council 7 up a full load directly at a consignor, on a turnaround.
Dispute

Case #ID-1897

Joint Council #7 Labor-Management Committee Motion: That this case is
improperly before this committee, and is referred to the Joint Western
Committee, based on the revised Article 45, Section 5.

TED KAUFMAN

Billy
Case #
8-5-1994

Local 70, Oakland, California, and
O.N.C.

Interpre-
tation

Union claims that senior employees should be allowed to bump bid hostlers rather than being assigned to the night shift dock. The night dock has junior employees until November when it is necessary to lay off. At that time, the company reassigns day men on jobs which are not bid to the night dock in accordance with seniority. Some bid hostlers will be junior to those men reassigned.

Case #ID-1900

Joint Council #7 Labor-Management Committee Motion:

That case is referred back to the parties for settlement. If no settlement is agreed upon, the case shall be referred to the Negotiating Committee for interpretation, through the Joint Western Committee.

Date of Joint Council #7 Labor-Management Committee
Action - July 1, 1965

* * * * *

Case #
8-5-1990

Local 70, Oakland, California, and
California Motor Express

Joint
Council 7
Dispute

Union objects to spotting of trailers at interline carrier docks for loading by night platform men. Claims subterfuge to prevent paying C.M.E. driver overtime for loading his own equipment, departure from past practice.

Case #ID -1890

Joint Council #7 Labor-Management Committee Motion: That the Union's position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee June 17, 1965.

* * * * *

Case #
8-5-1995

Local 70, Oakland, California, and Panda Terminals

Joint
Council 7
Dispute

Vacation - Union's position is that any employee who has ten years of service or more, regardless of his anniversary date, shall receive four weeks vacation with pay. Company refuses to pay; only pro-rated basis on same.

Case Number - None given

The grievance was heard by a panel of 2 & 2 under the Local 70 Grievance Procedure which resulted in a deadlocked.

* * * * *

Case #
8-5-1996

Local 70, Oakland, California, and
Panda Terminals

Joint
Council 7

Trap van driver leaves truck at Shema Drayage, Local 12 loads and driver returns and picks up equipment. Union's position is that driver should stay with the truck. Employer feels this is wrong. Union claims a days pay for each occurrence.
Case Number - None given.
The grievance was heard by a panel of 2 & 2 under the Local 70 Grievance Procedure which resulted in a deadlock.

ELWARD DE COSTA

Billy
Case # Local 70, Oakland, California, and
8-5-1989 Associated Freight

Joint Martinez on first dock shift has less seniority than Russell
Council 7 who works second shift. On disputed occasion, Russell, who
Dispute worked until 3:30 a.m. was put on layoff while Martinez worked.
Company contends State law requires 8 hours rest between
shifts, so Russell could not have been recalled.

Case #LD-1882

Joint Council #7 Labor-Management Committee Motion:
That the Union's position be denied.

Deadlocked Joint Council #7 Labor-Management Committee June 3, 1965.
* * * * *

Case # Local 70, Oakland, California, and
8-5-1991 Di Salvo

Joint Can a line driver drop a train at Oakland Terminal and hook up and
Council 7 haul an empty van to San Francisco terminal? Oakland terminal closed at the time.
Dispute

Case #LD-1895
Joint Council #7 Labor-Management Committee Motion:
That the Union's position be upheld in the filing.

Deadlocked Joint Council #7 Labor-Management Committee July 1, 1965

* * * * *

Case # Local 70, Oakland, California, and
8-5-1992 Di Salvo

Joint Can line driver drop one trailer of a set of doubles at Oakland terminal and
Council 7 proceed with the remaining trailer and dolly to the San Francisco terminal?
Dispute Oakland terminal closed.

Case #LD-1896
Joint Council #7 Labor-Management Committee Motion: That the Union's
position be upheld.

Deadlocked Joint Council #7, Labor-Management Committee July 1, 1965.

* * * * *

Case # Local 70, Oakland, California, and
8-5-1993 Los Angeles-Seattle Motor Express

Joint Union Position: Employees who take $\frac{1}{2}$ hour lunch on a consignees schedule are
Council 7 entitled to $\frac{1}{2}$ hour overtime.
Dispute

Case #LD-1826
Joint Council #7 Labor-Management Committee Motion: That the Union's position
be upheld.
Deadlocked Joint Council #7 Labor-Management Committee May 6, 1965

MINUTES OF MEETING

UNION REPRESENTATIVES OF THE JOINT WESTERN AREA COMMITTEE

AND

REPRESENTATIVES OF LOCAL UNIONS

Monday - August 9, 1965, at 10:00 A. M.

Monterey Room of the Sir Francis Drake Hotel

San Francisco, California

* * * *

The meeting was called to order at 10:00 A.M., Monday, August 9, 1965, by Joseph Diviny, Chairman.

1. Roll call of the Union members of the Joint Western Area Committee showed the following members present:

George King	Robert Shaw
George Rohrer	Fullmer Latter
Verne Milton	Robert Rampy
Floyd Mendenhall	Ted Merrill
Bernard Volkoff	John LaNear
Harry Bath	Gene Shepherd
	Bill Waggoner

2. The Minutes of the meeting of the Union members of the Joint Western Area Committee and Local Union Representatives held on Monday, May 10, 1965, were approved as mailed.
3. In addition to those members of the committee listed above, the following representatives of Local Unions, etc., were present in the meeting.

Einar O. Mohn - Director/Western Conference

Dan Feins - Attorney
Al Brundage - Attorney
Mark Berman - Office of Dan Feins
W. R. Richards - Local 44
Orville Schlosser - Local 313
Owen Ballinger - Local 524
W. D. Dyer - Local 224
Al Leishman - Local 70
Joe Arino - Local 70
Ted Kaufman - Local 70
W. B. Patton - Local 208
Jack Alexander - Local 81

C. Brenner - Local 208
Bill Fountaine - W.C.T.
Edward Dietrich - Local 208
Karl Ullman - Local 495
K. C. Fenstermacher - Local 224
Bill Martin - Local 741
E. G. Johnson - Local 690
Bill Sarver - Local 839
Clyde Yandell - Local 224
A. J. Hardy - Local 439
Elgie Farris - Local 483
Howard Yeager - Local 150

4. The following Committees were then named by the Chairman for the hearing of cases on the Joint Agenda:

O. T. R. (MAIN) COMMITTEE

Joseph Diviny - Chairman
Clyde Crosby
George King
Harry Bath
Verne Milton
Gene Shepherd

Ernie Hincer - Secretary
Manny Joseph - Sgt. at Arms

SUB-COMMITTEE ON LOCAL OPERATIONS

George Rohrer - Chairman
Bernard Volkoff
Art Trimble
Fullmer Latter

Ed Blackmarr - Secretary
Gene Bedford - Sgt. at Arms

CHANGE OF OPERATIONS COMMITTEE

Bill Waggoner - Chairman
John LaNear
Floyd Mendenhall

Robert Rampy
Robert Shaw

Joe Morrill - Secretary
Horace Manning - Sgt. at Arms

5. The following Powers of Attorney were approved by the Western Master Freight Division:

American Pipe and Construction - AS&T - Concurrence from L. U. 78 - 7-27-65 - Approved - WMFD - 8-3-65.

American Transportation Co. - P&D - Concurrence from L. U. 357 - 6-7-65 - Approved - WMFD - 6-17-65.

B-B Transportation, Inc. - OTR - P&D - Concurrence from L. U. 224 - 6-15-65 - Approved - WMFD - 6-17-65. Concurrence from L. U. 208 - 7-22-65 - Approved - WMFD - 8-3-65.

Biggie Drayage - AS&T - Concurrence from L. U. 78 - 7-27-65 - Approved - WMFD - 8-3-65.

Brake Delivery Service - OTR - P&D - Concurrence from L. U. 542 - 5-18-65 - Approved - WMFD - 5-21-65.

Certified Freightlines - OTR - P&D - Concurrence from L. U. 186 - 5-28-65 - Approved - WMFD - 6-2-65.

Citizens Warehouse Trucking Co., Inc. - OTR - Concurrence from L. U. 542 - 5-20-65 - Approved - WMFD - 5-25-65.

DiSalvo Trucking Co. - P&D - AS&T - Concurrence from L. U. 439 - 7-29-65 - Concurrence from L. U. 665 - 7-26-65 - Approved - WMFD - 8-3-65.

Encinal Terminals - Local P&D - OTR - Concurrence from L. U. 287 - 5-4-65 - Approved - WMFD - 5-18-65. Concurrence from L. U. 287 - 5-24-65 - Approved - WMFD - 5-28-65.

Garrett Freightlines Inc. - OTR - P&D - Concurrence from L. U. 542 - 6-14-65 - Approved - WMFD - 5-17-65.

Powers of Attorney - (continued)

Garrett & Thomas Livestock Transportation - AS&T - Concurrence from L. U. 495 - 6-22-65 - Approved - WMFD - 6-30-65.

Giacomazzi Bros. Inc. - AS&T - Concurrence from L. U. 576 - 6-18-65 - Approved - WMFD - 6-24-65.

IML Freight - P&D - Concurrence from L. U. 533 - 7-26-65 - Approved - WMFD - 8-3-65.

Imperial Truck Lines, Inc. - OTR - Concurrence from L. U. 542 - 6-22-65 - Approved - WMFD - 6-30-65.

J. D. Transportation Co. - AS&T - Concurrence from L. U. 88 - 5-25-65 - Approved - WMFD - 5-28-65.

Kern Valley Transfer - OTR - P&D - Concurrence from L. U. 439 - 7-29-65 - Approved - WMFD - 8-3-65.

NAME CHANGE - Kerner's Trucking Service has been changed to Kerner Trucking Service, Inc. - Approved - WMFD - 7-30-65.

M & M Transfer Co. - P&D - Concurrence from L. U. 692 - 5-18-65 - Approved - WMFD - 5-21-65.

Thomas H. Marrow Trucking Co. - OTR - P&D - Concurrence from L. U. 208 - 5-14-65 - Concurrence from L. U. 542 - 5-18-65 - Approved - WMFD - 5-21-65.

Milne Truck Lines, Inc. - AS&T - Office - Concurrence from L. U. 495 - 5-4-65 - Approved - WMFD - 5-18-65 - Concurrence from L. U. 357 - 6-7-65 - Approved - WMFD - 6-17-65.

Mueller Truck Co. - P&D - Concurrence from L. U. 357 - 6-18-65 - Approved - WMFD - 6-24-65.

O & H Trucking - P&D - Concurrence from L. U. 208 - 7-26-65 - Approved - WMFD - 8-3-65.

Pacific Intermountain Express - OTR - Concurrence from L. U. 542 - 5-24-65 - Approved - WMFD - 5-27-65.

Panda Terminals, Inc. - P&D - AS&T - Concurrence from L. U. 357 - 6-16-65 - Approved - WMFD - 6-17-65 - Concurrence from L. U. 495 - 6-17-65 - Approved - WMFD - 6-24-65.

Paxton Trucking Co. - Office - Concurrence from L. U. 357 - 6-7-65 - Approved - WMFD - 6-17-65.

Peerless Trucking Company - P&D - Concurrence from L. U. 357 - 5-20-65 - Approved - WMFD - 5-25-65.

Richmond Warehouse Co. - TT - Concurrence from L. U. 315 - 5-24-65 - Approved - WMFD - 5-28-65.

Sterling Transit - OTR - Office - Concurrence from L. U. 542 - 5-24-65 - Approved - WMFD - 5-27-65.

Powers of Attorney - (contineud)

Thunderbird Freight Lines, Inc. - OTR - Office - P&D - Concurrence from L. U. 224 - 7-28-65 - . Concurrence from L. U. 357 - 7-7-65. Concurrence from L. U. 542 - 7-12-65 - Approved - WMFD - 8-3-65.

Universal Transport System, Inc. - AS&T - Concurrence from L. U. 576 - 7-23-65 - Approved - WMFD - 8-3-65.

Western Milk Transport, Inc. - AS&T - Office - OTR - Concurrence from L. U. 94 - 7-26-65 - Approved - WMFD - 8-3-65.

Yolo Transport Co., Inc. - A&H - Concurrence from L. U. 150 - 7-27-65 - Approved - WMFD - 8-3-65.

6. The following requests for Standard Contract participation were approved by the Western Master Freight Division as of the dates shown and read into the record:

All-States Service, Inc. and L. U. 180 - "Me Too" Agreement - Approved - WMFD - 7-27-65.

Hubert Bailey and L. U. 524 - 11 Western Master - Northern Idaho Bulk Commodities - Approved - WMFD - 6-24-65.

Bend Transfer and L. U. 524 - 11 Western Master - Northern Idaho Bulk Commodities - Approved - WMFD - 6-17-65.

D. A. Brown and L. U. 87 - 11 Western Master - Oilfield Equipment Wage - Approved - WMFD - 7-27-65.

Davis Wire Corporation and L. U. 180 - "Me Too" Agreement - Approved - WMFD - 7-27-65.

Ellensburg Transfer and L. U. 524 - Nat'l. M - P&D - Approved - WMFD - 5-24-65.

Fast Transportation and L. U. 87 - 11 Western Master - Oilfield Equipment Wage - Approved - WMFD - 7-27-65.

Froozon Express and L. U. 741 - Nat'l. M - P&D - Approved - WMFD - 5-25-65.

Grange Co-Op Wholesale and L. U. 741 - 11 Western Master - Washington & Northern Idaho Bulk Commodities - Approved - WMFD - 5-24-65.

J. R. Trucking and L. U. 94 - Nat'l. M - P&D - Approved - WMFD - 5-21-65.

Mitchell Transport, Inc. and L. U. 690 - Wash. & Northern Idaho Bulk Commodities - Approved - WMFD - 7-30-65.

Northern Transportation and L. U. 741 - 11 Western Master - Wash. & Northern Idaho Bulk Commodities - Approved - WMFD - 5-24-65.

Pacific Northwest Motor Freight Lines and L. U. 741 - Nat'l. M - P&D - OTR - Approved - WMFD - 5-28-65.

Phillips Trucking Corporation and L. U. 467 - 11 Western Master - Full Load for Hire - Approved - WMFD - 6-11-65.

Standard Contract Participation - (continued)

Riverside Whse. Co., Inc. and L.U. 690 - 11 Western Master - Approved - WMFD - 5-24-65.

Sunnyside Transfer and L.U. 524 - Nat'l. M - OTR - P&D - Approved - WMFD - 6-24-65.

C. B. Vining and L.U. 524 - Wash. and Northern Idaho Bulk Commodities - Approved - WMFD - 6-24-65.

Local Union 150, Sacramento has signed contracts with the following companies:

Applegate Drayage Co. - 11 Western Master - Full Load - Approved - WMFD - 7-30-65.
Beagle Products Co. - Nat'l. M - P&D - Approved - WMFD - 7-30-65.
Bercuit Richards Packing Co. - 11 Western Master - A&H - Approved - WMFD - 6-17-65.
Chichester Transportation - 11 Western Master - Full Load - Approved - WMFD - 7-30-65.
Clark Trucking Service, Inc. - 11 Western Master - A & H - Approved - WMFD - 6-21-65.
Divine & Son Trucking Co. - 11 Western Master - Full Load - Approved - WMFD - 7-26-65.
Roy E. Lay Trucking - 11 Western Master - A&H - Approved - WMFD - 6-21-65.
Leslie Trucking Co. - 11 Western Master - A & H - Approved - WMFD - 7-30-65.
Miles Motor Transport System (Miles & Sons) - Full Load - Approved - WMFD - 7-27-65.
Morris Draying - 11 Western Master - Nat'l. M - OTR - A&H - Approved - WMFD - 7-30-65.
McDunitt Trucking - 11 Western Master - A&H - Approved - WMFD - 7-30-65.
Norco Transportation Co. - 11 Western Master - Calif. TT - Approved - WMFD - 7-26-65.
Senator Truck Service, Inc. - 11 Western Master - Cement - Approved - WMFD - 6-21-65.
Sierra Distributing, Ltd. - 11 Western Master - Cement - Approved - WMFD - 7-27-65.
Trans Arrow, Inc. - 11 Western Master - Approved - WMFD - 7-27-65.
Tri-Valley Transportation - 11 Western Master - A & H - Approved - WMFD - 6-21-65.

Local Union 208, Los Angeles has signed contracts with the following companies:

Almac-System-Transport - Nat'l. M - P&D - Approved - WMFD - 5-6-65.
Bee & Bee Truck & Crane - Nat'l. M - P&D - Approved - WMFD - 7-27-65.
City Transfer, Inc. - Nat'l. M - P&D - Approved - WMFD - 6-30-65.
Coletti Transportation, Inc. - Nat'l. M - P&D - Approved - WMFD - 5-25-65.
Crescent Trucking - Nat'l. M - P&D - Approved - WMFD - 5-21-65.
Dial Trucking - Nat'l. M - P&D - Approved - WMFD - 7-26-65.
Economy Transportation - Nat'l. M - P&D - Approved - WMFD - 6-2-65.
Gonzales Trucking - Nat'l. M - P&D - Approved - WMFD - 6-30-65.
LaTournette Trucking Co. - Nat'l. M - P&D - Approved - WMFD - 7-27-65.
C. F. Transport - Nat'l. M - P&D - Approved - WMFD - 6-30-65.
Western Manufacturers Service - Nat'l. M - P&D - Approved - WMFD - 7-27-65.
Western Truck Manpower - Nat'l. M - P&D - Approved - WMFD - 7-27-65.
Yale Freight Lines - Nat'l. M - P&D - Approved - WMFD - 7-27-65.
Wilkinson Trucking Service - Nat'l. M - P&D - Approved - WMFD - 5-28-65.

Local Union 357, Los Angeles has signed contracts with the following companies:

American Consolidators - Nat'l. M - Off - P&D - Approved - WMFD - 7-26-65.
Basin Truck Line, Inc. - Nat'l. M - P&D - Approved - WMFD - 7-26-65.
Bee Dee Transport Co., Inc. - Nat'l. M - Off - P&D - Approved - WMFD - 7-26-65.
Belyea Division, Dealers Transit, Inc. - Nat'l. M - Off - P&D - Approved - WMFD - 7-26-65.
Cal-Canadian Motor Express - Nat'l. M - Off - P&D - Approved - WMFD - 7-26-65.
Charles Warehouse Co., Inc. - Nat'l. M - Off - P&D - Approved - WMFD - 7-26-65.
Film Transport Co. - Nat'l. M - Off - Approved - WMFD - 7-26-65.
Freight Builders, Inc. - Nat'l. M - Off - P&D - Approved - WMFD - 7-26-65.

Standard Contract Participation - (continued) (Contracts signed by Local 357)

G & H Transportation, Inc. - Nat'l. M - Off - Approved - WMFD - 7-26-65.
Gilboy Company of L.A. - Nat'l. M - Off - Approved - WMFD - 7-26-65.
Hecht Fast Freight - Nat'l. M - Off - P&D - Approved - WMFD - 7-26-65.
Imperial Truck Line, Inc. - Nat'l. M - P&D - Approved - WMFD - 7-26-65.
J. B. Trucking - Nat'l. M - Off - P&D - Approved - WMFD - 7-26-65.
Merchant Shippers - Nat'l. M - Off - Approved - WMFD - 7-26-65.
Merrifield Trucking Co. - Nat'l. M - Off - P&D - WMFD - 7-26-65.
Rams Express - Nat'l. M - Off - P&D - Approved - WMFD - 7-26-65.
Republic Carloading & Distributing Co., Inc. - Nat'l. M - Off - Approved - WMFD-7-26-65.
Star Forwarders, Inc. - Nat'l. M - Off - P&D - Approved - WMFD - 7-26-65.
States Warehouse, Inc. - Nat'l. M - Off - P&D - Approved - WMFD - 7-26-65.
Swift Transportation Co. - Nat'l. M - Off - Approved - WMFD - 7-26-65.
Stor Dor Forwarding Co. - Nat'l. M - Off - Approved - WMFD - 7-26-65.
Transport Clearings of Los Angeles - Nat'l. M - Off - Approved - WMFD - 7-26-65.
Transport Cartage & Distributing Co. - Nat'l. M - Off - P&D - Approved - WMFD-7-26-65.
Union Pacific Motor Freight Co. - Nat'l. M - P&D - Approved - WMFD - 7-26-65.
West Coast Cartage Co., Inc. - Nat'l. M - P&D - Approved - WMFD - 7-26-65.
Western Carloading Co. - Nat'l. M - Off - P&D - Approved - WMFD - 7-26-65.
Yale Cartage Corporation - Nat'l. M - Off - P&D - Approved - WMFD - 7-26-65.

Local Union 856, San Francisco has signed contracts with the following companies for the National Master and the Office Employees Supplement and Rider No. 11. These Agreements were approved by the Western Master Freight Division on June 17, 1965.

Airborne Freight Corporation	Alfred J. Olmo Drayage Co.
Alder Tire Company	Pacific & Atlantic Shippers
Air Express International Corporation	Peninsula Delivery Service
Airport Drayage	Pioneer Carloading
Antoni Truck Lines	Salinas Valley Freight Lines
Boland Trucking Company	Schroeder Drayage Company
Calif. Western Freight Association	Senna Trucking Co., Inc.
Central Warehouse and Drayage Co.	Stor Dor Forwarding
Coast Drayage	Tesi Drayage Company
Consolidated De Pue Corporation	Tondo Trucking
Emery Air Freight	Trans-Bay Motor Express
Global Air Cargo	Transport Clearings
Gonzalez Freight Lines	(Bay Area) Approved 7-27-65
Gray Drayage	Transport Tire Company
Insured Transporters	Tyler Bros. Drayage
Kelly Accounting Service -Approved 7/27/65	Wes Cartage
M & L. Trucking Company	Western Carloading Company
Merchant Shippers Association	West Transportation, Inc.
Motor Transport Terminals	Charles J. Worth Drayage Company
O. K. Transporters	

7. Previously approved Rider - Rider #11 - Local 856.

8. A request from Local 741 was read wherein they stated the problems arising from P.I.E. and the "via dispatches". Secretary Trimble briefly discussed the question.
9. Attorney Al Brundage discussed the present status of the two grievances filed and pending with Braswell Freight Lines. A motion was made, seconded and carried that the position and recommendation as outlined by the Attorneys be followed.
10. The meeting adjourned at 10:25 a.m., Monday, August 9, 1965.

MINUTES OF MEETING

JOINT WESTERN AREA COMMITTEE

August 9, 10, 11 & 12, 1965

SIR FRANCIS DRAKE HOTEL

SAN FRANCISCO - CALIFORNIA

The Joint Western Area Committee convened at 2:00 p.m., Monday, August 9, 1965, in the Monterey Room of the Sir Francis Drake Hotel in a joint session of the Full Committee of both Employer and Union Representatives.

Under the rotating chairmanship rule of the committee, the Union named as Chairman of the Joint Committee, Joseph P. Diviny.

1. The Minutes of the previous meeting of the Joint Western Area Committee in the sessions of May 10, 11, 12, 13, & 14, 1965, were approved as previously distributed.
2. Discussion of cases filed with the Joint Western Area Committee after deadline date.
3. The August, 1965 Agenda was approved as revised.
4. The previously appointed committees remained the same with the following change in the Union Committee of the Change of Operations Sub-Committee. Robert Shaw replaced William O'Connell.
5. A discussion was held on the proposed new Rules of Procedure. Inasmuch as there is not full agreement at this time, the present Rules continue in effect.
6. A communication from Local 357, re: decision in Case 5-5-1913 was read and discussed. M/m/s/c/ that the decision in this case be changed to read as follows:
"M/m/s/c/ that the present payroll schedule will be changed, effective with the week ending June 4, 1965.

For the information of all concerned, checks for the work week ending June 4th, will be issued June 7th, checks for the week ending June 11th will be issued June 15th, checks for the week ending June 18th will be issued June 23rd. Checks for the week ending June 25th will be issued July 1st and checks for the week ending July 2nd will be issued July 9th. All of these checks will be issued locally. Checks for the week ending July 9th will be distributed July 16th on checks issued by our New York Payroll Department.

7. An error in the Joint Council #7 Office Workers Wage Supplement, Appendix "B" should be changed to read as follows:
Group 1 - First Three Months
Effective - 7/1/65 - \$2.46
7/1/66 - \$2.56
8. The Full Committee Meeting adjourned at 3:10 p.m.

JWAC Minutes
August 9, 10, 11 & 12,
1965

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # United-Buckingham Freight Lines
11-4-1666

Clarification Local involved: 483, Boise, Idaho

Request for clarification of Change of Operation decision.

DISPOSITION: (Change of Operations Committee - Transcript Page 128 - 8/10/65)
Withdrawn.

* * * * *

Case # Pierce Freight Lines & Valley Motor Lines
5-5-1837 Divisions of Consolidated Copperstate

Change of Operations Local involved: 150, Sacramento, California

Sub-Committee Case #5-5-1837. Clarification of seniority standing on James Yerby.

DISPOSITION: Withdrawn.

* * * * *

Case # The Santa Fe Trail Transportation Company
5-5-1838

Change of Operations Locals involved: 224, Los Angeles, California
104, Phoenix, Arizona

DISPOSITION: (Change of Operations Committee - Transcript Page 239 8/12/65)
Postponed.

* * * * *

Case # Pacific Intermountain Express Co.
5-5-1840

Change of Operations Locals involved: 224, Los Angeles, California
208, Los Angeles, California
357, Los Angeles, California
871, Pomona, California

Company proposes to deliver freight directly from Los Angeles to Pomona area with Los Angeles based men. Pomona men will be offered work in Los Angeles.

DECISION: (Change of Operations Committee - Transcript Page 3 - 8/10/65)
M/m/s/c/ that the decision of the Operational Change Committee in Case 5-5-1840 as made May 12, 1965, be reaffirmed and that the Company be directed to comply with that decision and the clarifications which appear in the record of the transcript in May.

* * * * *

JWAC Minutes
August 9, 10, 11, 12, & 13
1965

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Consolidated Freightways
5-5-1846

Change of Operation Local involved: 961, Denver, Colorado

At the present time, we are operating between Scottsbluff, Nebraska and Denver, Colorado. This operation is functioning on the basis of one man living in Scottsbluff, Nebraska and running a turnaround run between Scottsbluff, Nebraska and Cheyenne, Wyoming. We also have a turnaround run operating between Denver, Colorado, and Cheyenne, Wyoming that meets the turnaround run from Scottsbluff, Nebraska. The driver on the Denver, Colorado-Cheyenne, Wyoming is a Denver - domiciled driver.

DECISION: (Change of Operations Committee - Transcript Page 146 - 8/11/65)
M/m/s/and deadlocked that due to the facts in this case, I move in Case 5-5-1846 that the requested change by the Company be denied.

* * * * *

Case # Consolidated Freightways
8-5-1966

Change of Operation Locals involved: 81, Portland, Oregon
180, Los Angeles, California
190, Billings, Montana
222, Salt Lake City, Utah
468, Oakland, California
690, Spokane, Washington
741, Seattle, Washington
961, Denver, Colorado

It is the desire of Consolidated Freightways to amend their present Transcontinental Operational Agreement.

DECISION: (Change of Operations Committee - Transcript Page 158 - 8/11/65)
M/m/s/c/ that the operational change be approved as clarified and agreed to on the record.

* * * * *

JWAC Minutes
August 9, 10, 11, 12, & 13
1965

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
 * * * * *

Case # United-Buckingham Freight Lines
 8-5-1967

Change of Operations	Locals involved:	81, Portland, Oregon 148, Wenatchee, Washington 524, Yakima, Washington 551, Lewiston, Idaho 556, Walla Walla, Washington 690, Spokane, Washington 741, Seattle, Washington 839, Pasco, Washington
----------------------	------------------	---

Company requests change of operations to allow redomicile of all drivers in Washington, Oregon and Northern Idaho into three places, namely Portland, Seattle and Spokane, with the exception of two line drivers at Pasco to run Boise only.

DECISION: (Change of Operations Committee - Transcript Page 43 - 8/10/65)
 M/m/s/c/ that the operational change be approved as modified and clarified on the record, with the following provisos:

- 1.) With regard to the three drivers to be moved from Yakima, the driver who presently has a bid Yakima-Seattle-Yakima turn shall be moved to Seattle and shall have super seniority on a Seattle-Yakima-Seattle turn, under the provisions of Article 5, Section 6 (e). If the driver who presently has this bid turnaround elects not to relocate, the junior driver required to move shall be offered employment at Seattle in accordance with the provisions of Article 5, Section 6 (b) (2).
- 2.) With regard to the driver to be relocated from Tacoma to Portland, his present turnaround Tacoma-Portland-Tacoma shall be reversed and he shall carry super seniority on a Portland-Tacoma-Portland turnaround, in accordance with said Section 6 (e). If this driver elects not to relocate, the Company will not be required to adopt an additional Portland-Tacoma-Portland turnaround as a result of this operational change. (3) With regard to the drivers required to be relocated from Bellingham and/or Blaine, Washington: (a) The driver presently operating a bid Bellingham-Portland run shall be relocated at Portland and shall carry with him super seniority on a bid Portland-Bellingham run under said Section 6 (e). If this driver elects not to relocate the Company shall not be required to adopt an additional Portland-Bellingham bid run as a result of this operational change. (b) The driver presently domiciled at Bellingham operating a Bellingham-Seattle-Bellingham and the driver domiciled at Blaine, operating a Blaine-Seattle-Blaine turnaround, shall each be offered employment at Seattle and shall have first right each day on runs from Seattle to Mt. Vernon, Bellingham and/or Blaine and points north. Should the Company's freight flow develop so as to warrant one or more bids to such points, these two drivers shall have first opportunity to claim such bids under said Section 6 (e). As between themselves, their Company seniority shall determine their rights each day. In the event there are no runs for these drivers on any particular day, their rights for work on other runs shall be determined on the basis of their terminal seniority at Seattle.
- (4) With regard to the drivers to be relocated from Pasco: (a) The two drivers operating bid Pasco-Portland runs shall be relocated to Portland and carry super seniority on bid Portland-Pasco runs under sub-section 6 (e), such runs to be "via" runs, if necessary, with picks and drops en route to terminate at Pasco. In the event said bid drivers elect not to move to Portland, the Company shall not be required to operate such runs as bid runs as a result of this change of operations, and the displaced drivers at Pasco shall be offered employment at Portland under the provisions of said Section 6.(b) (2).

(Continued on Page 4)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # United-Buckingham Freight Lines
8-5-1967

(continued) (b) The driver with a bid Pasco-Seattle run shall be relocated at Seattle and carry super seniority on a bid Seattle-Pasco and/or Walla Walla bid run under said Section 6 (e). Such run shall be a "via" run, if necessary, with picks and drops en route, and may terminate at Pasco or Walla Walla as operating conditions require. In the event this driver elects not to move to Seattle, the Company shall not be required to operate such run as a bid run as a result of this operational change, and resulting displaced Pasco drivers shall be offered employment at Seattle under the provisions of said Section 6 (b) (2).
(5) This operational change shall be placed into effect not earlier than September 15, 1965, unless by mutual agreement of the Company and the Unions involved. (6) It is the recommendation of this committee that the Company and Representatives of Locals 81, 690 and 741 meet at the earliest possible date in an attempt to resolve any questions pertaining to additional bids out of the respective terminals, dispatch rules, et cetera, in accordance with the applicable provisions of the agreements.

* * * * *

Case # Consolidated Copperstate Lines
8-5-1968

Change of Operations Locals involved: 104, Phoenix, Arizona
180, Los Angeles, California
224, Los Angeles, California

The removal of one man based at Blythe, California. This man to move to Phoenix, Arizona, and there be given the right to bid as his seniority may entitle him to bid. In lieu of this Blythe break schedule, the Company proposes to run one additional schedule from Phoenix, Arizona, to Montebello, California, and one additional schedule from Montebello, California, to Phoenix, Arizona. These two new schedules to run opposite each other three times one week and twice the following week.

DECISION: (Change of Operations Committee - Transcript Page 130 - 8/11/65) M/m/s/c/ that the operational change as proposed by the Company be approved as clarified on the record.

* * * * *

JWAC Minutes
August 9, 10, 11, 12, & 13
1965

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Consolidated Copperstate Lines
8-5-1969

Change of Locals involved: 104, Phoenix, Arizona
Operations 180, Los Angeles, California
224, Los Angeles, California
310, Tucson, Arizona
941, El Paso, Texas

The Company wishes to request the removal of the restrictions placed on Consolidated Copperstate Lines under Case #8-61-775.

DISPOSITION: (Change of Operations Committee - Transcript Page 129 - 8/11/65) Withdrawn.

* * * * *

Case # Imperial Truck Lines, Inc.
8-5-1970

Change of We wish to eliminate our line run between Yuma, Arizona
Operations and San Diego, California. This involves one position only.

DECISION: (Change of Operations Committee - Transcript Page 1 - 8/10/65) M/m/s/c that the Rules of Procedure of the Change of Operations have been complied with and the approved change is made a matter of record.

* * * * *

Case # Watson-Wilson Transportation System
8-5-1971

Clarifica- Locals involved: 104, Phoenix, Arizona
tion of 180, Los Angeles, California
5-5-1963 224, Los Angeles, California
468, Oakland, California
961, Denver, Colorado
467, San Bernardino, California

Local 104 requests clarification of J.W.A.C. Case #5-5-1963.

DECISION: (Change of Operations Committee - Transcript Page 214 - 8/12/65) M/m/s/c/ that: (1) With regard to the historical practice of having one common line seniority roster throughout the geographical jurisdiction of Local 104, this practice shall be continued. (2) With regard to bidding into the respective new terminals created by this operational change, the drivers shall use full combined company seniority accrued at all western terminals. (3) With regard to drivers who are on layoff at their home terminal as a result of not having sufficient seniority to claim existing openings at that terminal or who have not elected to exercise their seniority to bid into available jobs elsewhere, their seniority at their home terminal shall remain protected for the two-year period as provided in the Contract.

(Continued on Page 6)

JWAC Minutes
August 9, 10, 11, 12, & 13
1965

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Watson-Wilson Transportation System
8-5-1971

(Continued) (4) Drivers who have exercised their seniority to bid on newly created jobs at points other than their home terminal may return to their home terminal within 30 days and retain their seniority.
(5) With regard to moving expenses, the decision of the Operational Change Committee in Case 5-5-1963 did not impose additional obligations on the Company or relieve the Company from its obligations under Article 41, Section 3, of the Western States Area Over-the-Road Supplement.

* * * * *

Case # Navajo Freight Lines, Inc.
8-5-1972 Locals involved: 104-180-468-492- and 961.

Change of Operations

1. Establish new runs from Los Angeles, California to Denver, Colorado, tractors and drivers domiciled at Los Angeles.
2. Discontinue the Oakland to Phoenix run. Establish a new run from Oakland to Denver with the three tractors and drivers domiciled at Oakland. The Oakland to Phoenix freight presently handled by the Oakland domiciled line drivers will be handled by the Albuquerque based drivers on return dispatch from Oakland to Albuquerque via Phoenix.
3. Discontinue the two runs from Denver to Los Angeles with tractors and drivers based at Denver and establish a new run with these tractors from Denver to Oakland, tractors and drivers to be domiciled at Denver.
4. Establish a new run from Los Angeles to Amarillo with tractors and drivers based at Los Angeles.

DECISION: (Change of Operations - Transcript Page 219 - 8/12/65)
M/m/s/c/ that the operational change be approved as modified and clarified on the record, with the following provisos: (a) The 40 newly created jobs at Los Angeles shall be offered for bid to the Albuquerque board and the displaced Oakland drivers on the basis of Company seniority, and the successful bidders shall go on the Los Angeles board under the provisions of Article 5, Section 6 (b) (2) of the National Master Freight Agreement; and if any of the Oakland drivers are not successful in bidding Los Angeles jobs, they shall be offered employment at Albuquerque under said Article 5, Section 6 (b) (2). (b) The three tractors being moved to Denver shall be manned by Denver drivers. (c) This change shall be subject to the approval of the appropriate Operational Change Committee regarding the Central States portion, and no part of the change here approved shall be placed in effect prior to the effective date of the Central States approval.

* * * * *

JWAC Minutes
August 9, 10, 11, 12, & 13
1965

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # United-Buckingham Freight Lines
8-5-1973

Change Locals involved: 148, Wenatchee, Washington
of 690, Spokane, Washington
Operations

United-Buckingham wishes to run from Spokane, Washington to Wenatchee, Washington, drop and pick and with the same driver through to Seattle, Washington. This would operate out of Spokane on Highways 2, 97 and 10. We are also asking for this run in reverse, Seattle to Spokane, via Wenatchee, but on a very irregular basis.

DISPOSITION: (Change of Operations Committee - Transcript Page 240 - 8/12/65)
Withdrawn.

* * * * *

Case # Consolidated Freightways
8-5-1974

Change Locals involved: 222, Salt Lake City, Utah
of 961, Denver, Colorado
Operations

It is the desire of Consolidated Freightways to establish a relay run between Salt Lake City and Denver. This relay will be on the basis of one (1) per day, five days a week, with two (2) men operating on opposite days from the Denver point, and two (2) men operating on opposite days from the Salt Lake City point, with the meet-point being Rawlins, Wyoming.

DECISION: (Change of Operations Committee - Transcript Page 153 - 8/11/65)
M/m/s/c/ that the operational change be approved as requested and clarified on the record, and that the two Denver drivers affected be offered employment in Salt Lake City in accordance with the provisions of Article 5, Section 6 (b) (2) of the National Master Freight Agreement; this change to be effective no sooner than August 15, 1965.

* * * * *

Case # Northern Pacific Transport Company
8-5-1975

Change Locals involved: 313, Tacoma, Washington
of 524, Yakima, Washington
Operation 741, Seattle, Washington
839, Pasco, Washington

The Northern Pacific Transport Company does not operate regular runs between Tacoma, Washington and points east of the Cascade Mountains, namely, Ellensburg, Yakima, and Pasco. They now wish to run on a new route known as Washington State Highway #18. The route is from Interstate Highway #5, via Auburn, Washington, to Echo Lake, entering U.S. Highway #10 at that point just west of North Bend, Washington.

DISPOSITION: (Change of Operations Committee-Transcript Page 241 - 8/12/65)
Postponed.

* * * * *

JWAC Minutes
August 9, 10, 11, 12 & 13
1965

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # United-Buckingham Freight Lines

8-5-1976

Locals involved: 313, Tacoma, Washington; 741, Seattle

Change of
Operations

United-Buckingham Freight Lines requests a change of operations to allow the dispatching of equipment eastbound from Seattle to all points east of the Cascades to be routed through Tacoma, as the freight dictates, and continue east on new State Highway 18 to connect with regular routes east.

Company also requests permission to route freight destined for points west of the Cascades from points east of the Cascades to be routed via Tacoma on new State Highway 18 as the freight dictates.

DISPOSITION: (Change of Operations Committee - Transcript Page 145 - 8/11/65)
Postponed.

* * * * *

Case # United-Buckingham Freight Lines

8-5-1977

Change of
Operations

Locals involved: 551, Lewiston, Idaho
690, Spokane, Washington

We are requesting a Change of Operations from Spokane, Washington via Lewiston, Idaho to end at Walla Walla, Washington.

DISPOSITION: (Change of Operations Committee - Transcript Page 242 - 8/12/65)
Withdrawn.

* * * * *

Case # Los Angeles-Seattle Motor Express

8-5-1978

Clarifica-
tion of
2-4-1169

Local involved: 741, Seattle, Washington

Request for clarification of 2-4-1169.

DECISION: (Change of Operations Committee - Transcript Page 34 - 8/10/65)
M/m/s/c/ that in answer to the question referred to this Change of Operations Committee by the Washington Joint State Committee, that under the decision of the Change of Operations Committee in 2-4-1169, Corning, California may be used by the Company as a layover point and that the provisions of the Agreement with regard to layover points and abuse of free time are applicable to Corning when used as a layover point by the Company; that since the present case, 8-5-1978 appears to be a factual case, it is referred back to the Washington Joint State Committee to be heard and decided on the merits with the above clarification.

* * * * *

JWAC Minutes

August 9, 10, 11, 12 & 13

1965

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Ephraim Freightways, Inc.
8-5-1979

Change of Local involved: 961, Denver, Colorado
Operations

Ephraim Freightways, Inc. wishes to redomicile one Denver based driver in Montrose. Locate a tractor there and run schedules against each other.

DISPOSITION: (Change of Operations Committee - Transcript Page 243 - 8/12/65)
Postponed.

* * * * *

Case # B & L Truck and Transfer Co.
8-5-2063

Change of Local involved: 208, Los Angeles, California
Operations

The B & L Truck & Transfer Company desires to remove the yard operations of the Company based at 2030 Ross Street, Los Angeles, from the provisions of the Western States Area Pickup and Delivery Local Cartage and Dock Workers Supplemental Agreement.

All future yard operations are to be subject to the provisions of the Western States Area Master Agreement and the Heavy-Specialized Wage Agreement, July 1, 1964, to March 31, 1967.

DECISION: (Change of Operations Committee-Transcript Page 134 - 8/11/65)
M/m/s/c/ that in Case 8-5-2063, although it appears to the Operational Change Committee that the proposal of the Company as clarified on the record and agreed to by Local 208 is not a change of operations as such, it further appears to this committee that there is no apparent violation of the National Master Freight Agreement or the Western Area Supplements, and accordingly the proposal as agreed to and clarified is approved. This shall not constitute a predetermination of any jurisdictional disputes that may hereafter arise.

* * * * *

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 57, Eugene, Oregon, and
8-5-1980 Consolidated Freightways, Inc.

P & D The Union is claiming 4 hours pay for Bobby J. Everage.
Dispute

DECISION: (Committee for Local Operations - Transcript Page 74 - 8/10/65)
M/m/s/c/ that the claim of four hours pay for Bobby Everage be allowed.

* * * * *

Case # Local 222, Salt Lake City, Utah, and
8-5-1981 Pacific Intermountain Express

P & D The claim of the Union is that Max J. Lewis should have been
Dispute offered the Saturday work ahead of the junior man.

DECISION: (Committee for Local Operations - Transcript Page 1 - 8/10/65)
M/m/s/c/ that the claim of Max Lewis be denied, but in reference thereto the
Company and the Union are directed to reach mutual agreement as to the proper
call procedure for overtime weekend work.

* * * * *

Case # Local 357, Los Angeles, California, and
8-5-1982 Western Transportation

P & D For and on behalf of: Raymond Lyons and Eugene Davis -
Dispute Western Transportation worked two men Friday, February
26, 1965, checking and hand trucking freight to the spots in
warehouse. We are asking for this pay because according to
our contract, seniority rights should prevail.

DISPOSITION: Postponed.

* * * * *

Case # Local 483, Boise, Idaho, and
8-5-1983 Pacific Intermountain Express

P & D Claim for work performed by Supervisor.
Dispute Terminal Manager, Mr. Kelso, worked 5 days during this
week while three Union men were laid off.

DECISION: (Committee for Local Operations - Transcript Page 46 - 8/10/65)
M/m/s/c/ that due to the facts presented in this case, the claim of the Union
be denied.

* * * * *

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 741, Seattle, Washington, and
8-5-1984 Best Way Motor Freight Company

P & D On April 30, 1965, Bob Miller, shop employee of Best Way
Dispute Motor Freight, drove Best Way equipment from Seattle to
Tacoma. Local 741 claims that a man who was available and
qualified for heavy duty at the Hiring Hall at the time in question
be paid the guarantee of four (4) hours at the casual heavy duty
scale.

DECISION: (Committee for Local Operations - Transcript Page 64 - 8/10/65)
M/m/s/c/ that the claim of the Union be upheld.

* * * * *

Case # Local 741, Seattle, Washington, and
8-5-1985 Best Way Motor Freight Company

P & D Two drivers, employed by Western Hauling Company, delivered
Dispute these two loads from Best Way Seattle Terminal to Pier 37.
These two men worked from 9:00 a. m. to 1:30 p. m.

Local 741 claims eight (8) hours at the applicable rate for the
top two heavy duty men on the Best Way seniority list because
they were not offered this work.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 741, Seattle, Washington, and
8-5-1986 Los Angeles-Seattle Motor Express

P & D According to the bid sheets of the Seattle dock, pickup and
Dispute delivery at L. A. S. M. E., there were approximately 23 heavy
duty positions posted for bid.

The Union claims these positions were bid by seniority and
qualification of the persons involved. We further claim that to
deprive these men of the heavy duty scale is a violation of their
seniority.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 741, Seattle, Washington, and
8-5-1987 O. N. C. Fast Freight

P & D The Company is in violation of a man's seniority when he is
Dispute precluded from working on a premium day and a junior man is
worked in his place.

DISPOSITION: Withdrawn.

* * * * *

JWAC Minutes
August 9, 10, 11, 12 & 13
1965

REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE

* * * * *

Case # (L-345) JOE CAVE, member of Local 962, Medford, Oregon.
8-5-1988 Employee of Pierce Freight Lines, Division Valley
Motor Lines, Inc. Request is for a period of ninety (90)
days, effective May 14, 1965, for the purpose of taking
a non-covered position for personal reasons.

DECISION: (Sub-Committee - Transcript Page 82 - 8/10/65) Request Approved.

(L-346) PHILLIP H. BAILEY, member of Local 224, Los Angeles,
California. Employee of Millage Trucking Company.
Request is for a period of ninety (90) days, effective
March 17, 1965, for the purpose of transferring from
yard man to office as General Manager.

DECISION: (Sub-Committee - Transcript Page 83 - 8/10/65) Request Approved.

(L-347) EUGENE E. GEMAEHLICH, member of Local 962, Medford,
Oregon. Employee of O.N.C. Motor Freight System.
Request is for a period of sixty (60) days, effective
June 2, 1965, for personal reasons.

DECISION: (Sub-Committee - Transcript Page 84 - 8/10/65)

This case is improper before this committee.

(L-348) CHARLES S. HILL, member of Local 17, Denver, Colorado.
Employee of Denver-Chicago Trucking Company, Inc.
Request is for a period of seven (7) days, effective May
31, 1965, for the purpose of working in the capacity of
detail man.

DECISION: (Sub-Committee - Transcript Page 85 - 8/10/65)

This case is improper before this committee.

(L-349) ROBERT HAMILTON, member of Local 17, Denver,
Colorado. Employee of Interstate Motor Lines. Request
is for an indefinite period of time, effective May 24, 1965,
for the purpose of taking job as Dispatcher.

DECISION: (Sub-Committee - Transcript Page 86 - 8/10/65) Request Approved.

(L-350) PERCY S. COLSON, member of Local 224, Los Angeles,
California. Employee of Post Transportation Company.
Request is for a period of thirty (30) days, effective
April 1, 1965, for the purpose of accepting non-covered
position with the company.

DECISION: (Sub-Committee - Transcript Page 87 - 8/10/65) Request Approved.

(L-351) VON BROWNSON, member of Local 235, Orange, California.
Employee of Anaheim Truck & Transfer Company.
Request is for a period of ninety (90) days, effective
June 21, 1965, for the purpose of dispatching for company.
NOTE: Original Leave of Absence, commencing 5/9/64
for a period of ninety days, was granted during the
August, 1964 JWC Meetings. Refer Case 8-4-1488 (L-271)

DECISION: (Sub-Committee - Transcript Page 88 - 8/10/65) Request Approved.

* * * * *

JWAC Minutes

August 9, 10, 11, 12 & 13

1965

REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE

* * * * *

Case # (L-352) ROBERT RICHARSON, member of Local 542, San Diego, California. Employee of Oregon-Nevada-California Motor Freight System. Request is for a period of ninety (90) days, effective May 15, 1965, for the purpose of Manager Trainee at Santa Ana Terminal.

DECISION: (Sub-Committee - Transcript Page 89 - 8/10/65) Request Approved.

(L-353) LEONARD I. DISBROW, member of Local 448, Missoula, Montana. Employee of Helphrey Motor Freight. Request is for a period of ninety (90) days, effective June 1, 1965, for the purpose of working for Teamsters Local 448.

DECISION: (Sub-Committee - Transcript Page 90 - 8/10/65) Request Approved.

(L-354) CHARLES S. HILL, member of Local 17, Denver, Colorado. Employee of Denver-Chicago Trucking Company, Inc. Request is for a period of ninety (90) days, effective June 14, 1965, for the purpose of performing classified employment in the same industry.

DECISION: (Sub-Committee - Transcript Page 91 - 8/10/65) Request Approved.

(L-355) ROBERT L. GIENAPP, member of Local 357, Los Angeles, California. Employee of Los Angeles-Seattle-Motor Express, Inc. Request is for a period of ninety (90) days, effective June 15, 1965, for the purpose of accepting the promotion to job of "Loading Foreman" at our Los Angeles terminal.

DECISION: (Sub-Committee - Transcript Page 92 - 8/10/65) Request Approved.

(L-356) DAVE McKINLEY, member of Local 690, Spokane, Washington. Employee of Helphrey Motor Freight, Inc. Request is for a period of ninety (90) days, effective July 1, 1965, for the purpose of accepting assignment as City Dispatcher.

DECISION: (Sub-Committee - Transcript Page 93 - 8/10/65) Request Approved.

(L-357) JOHN L. STEBBINS, member of Local 357, Los Angeles, California. Employee of Superior Fast Freight. Request is for a period of thirty (30) days, effective July 7, 1965, for the purpose of a trial period as Dock Supervisor.

DECISION: (Sub-Committee - Transcript Page 94 - 8/10/65) Request Approved.

(L-358) ROBERT W. TOOKER, member of Local 208, Los Angeles, California. Employee of Superior Fast Freight/Superior Express. Request is for a period of ninety (90) days, effective July 1, 1965, for the purpose of trial as Dispatcher.

DECISION: (Sub-Committee - Transcript Page 95 - 8/10/65) Request Approved.

* * * * *

REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE.

* * * * *

Case # (L-359) DONALD MARTIN, member of Local 357, Los Angeles, California. Employee of Walkup's Merchants Express. Request is for a period of ninety (90) days, effective July 12, 1965, for the purpose of taking position as Dock Foreman.

DECISION: (Sub-Committee - Transcript Page 96 - 8/10/65) Request Approved.

(L-360) JAMES QUEZADA, member of Local 357, Los Angeles, California. Employee of Star Forwarders, Inc. Request is for a period of thirty (30) days, effective July 28, 1965, for the purpose of assuming an exempt position as Assistant Operations Manager.

DECISION: (Sub-Committee - Transcript Page 97 - 8/10/65) Request Approved.

(L-361) ROBERT HAMILTON, member of Local 17, Denver, Colorado. Employee of Interstate Motor Lines. Request is for a period of ninety (90) days, effective May 24, 1965, for the purpose of taking a job as Dispatcher.

DECISION: (Sub-Committee - Transcript Page 98 - 8/10/65) Request Approved.

* * * * *

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 85, San Francisco, California, and
2-5-1761 Pacific Motor Trucking Co.

MASTER LD-1289 (Local 85 vs P.M.T.) Union claims an agreement be-
Dispute tween Locals 70 and 85 prohibits the employer from sending
a bobtail unit from one jurisdiction into the other to pick up a
full box and return in a Transbay operation.

LD-1550 (Local 85 vs P.M.T.) Case returned to this committee
as no accord reached when case referred to the Negotiating
Committee.

DISPOSITION: Withdrawn

* * * *

Case # Local 741, Seattle, Washington, and
2-5-1790 Consolidated Freightways, Alaska Division

OTR It is the contention of the Union that this Company be obligated
Dispute to pay these items in conformity to other sleeper cab operators
under this Agreement.

DISPOSITION: Withdrawn.

* * * *

Case # Local 741, Seattle, Washington, and
2-5-1795 United-Buckingham Freight Lines

Interpre- Cases #1090 - #1091 - #1092 - #1093 - #1094 - #1095 - #1096
tation and #1097 - are request for interpretation of foreign based
line drivers dropping and picking in Seattle.

DISPOSITION: Postponed.

* * * *

Case # Local 483, Boise, Idaho, and
2-5-1822 Consolidated-P.I.E - I.M.L. and Garrett Freightlines

OTR The Union is asking that the employers named above submit to
Dispute this committee the dates they have handled frozen food from
Burley plant and also let a dock man be paid dock rate of pay
for work the drivers have been doing in his stead.

DISPOSITION: Withdrawn.

* * * *

JWAC Minutes
August 9, 10, 11, 12, & 13
1965

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
 * * * * *

Case # Local 2, Butte, Montana, and
 5-5-1868 Garrett Freightlines, Inc.

OTR Pocatello driver arrived in Butte, dropped his tractor and
 Dispute trailer, picked up a tractor and trailer and continued on to
 Missoula. Union requests wages at applicable rate for
 Ed Hopwood, a P&D driver qualified to have made this run.

Drivers Seabold and Galloway pulled to Butte from Pocatello,
 dropped trailers in Butte and picked up others and pulled to
 Missoula. Union requests wages at applicable rate for
 Richard Newgard and Clarence Hess, qualified P&D drivers
 of the Butte terminal.

DISPOSITION: Withdrawn.

* * * * *

Case # Local 70, Oakland, California, and
 5-5-1879 Pacific Intermountain Express

Joint LD-1753, 1754 (Local 70 vs P.I.E.) Article II
 Council 7 Cases originally filed through Hiring Hall Committee. Hearings
 Dispute consolidated by agreement.

Union feels that Tollfree should have been permitted to work
 as dispatched from Hiring Hall on September 25, October 2nd,
 and October 4, 1964.

DECISION: (Main Committee - Transcript Page 59 - 8/10/65)
 M/m/s/c that based on the facts presented in Case 1879 involving Local 70
 and Pacific Intermountain Express, that the claim of the Union be denied in
 accordance with Article 38, Section 4 of the Local 70 P & D Agreement, with
 the understanding that the decision in this case sets no precedent for future cases.

* * * * *

Case # Local 70, Oakland, California, and
 5-5-1886 Transcon Lines

Joint Union wants company to install heaters and defrosters.
 Council 7 Company claims they are not needed in this area.
 Dispute

DECISION: (Main Committee - Transcript Page 35 - 8/10/65)
 M/m/s/c that the Company be instructed to comply with Article 16 of the
 National Master Freight Agreement within ninety days.

* * * * *

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 81, Portland, Oregon, and
5-5-1891 Consolidated Freightways, Inc., Bulk Commodities Division

Tanker Local Union 81 is claiming that Consolidated Freightways, Inc.
Dispute Bulk Commodities Division, is in violation of Article 14,
Sections 1 and 2, of the Western States Area Master Agreement.

DISPOSITION: Withdrawn.

* * * * *

Case # Local 81, Portland, Oregon, and
5-5-1892 Lee & Eastes Tank Lines, Inc.

Tanker Local Union 81 is claiming runaround pay for John Mullan for
Dispute February 14, 1965, from Lee and Eastes Tank Lines, Inc.,
because of improper dispatch.

DECISION: (Main Committee - Transcript Page 201 - 8/11/65)
M/m/s/c that based on the seniority dispatch, the claim be paid.

* * * * *

Case # Local 81, Portland, Oregon, and
5-5-1898 Pierce Freightlines, Inc.

OTR The Union contends that in approximately November, 1964,
Dispute the Company arbitrarily discontinued payment of one-quarter
hour to Portland road drivers for fueling their own rigs in
Medford, Oregon.

DISPOSITION: Withdrawn.

* * * * *

Case # Local 85, San Francisco, California, and
5-5-1903 Hecht Fast Freight

Joint Henry Puertas claims 1/2 hour overtime is due from 7:30 a.m.
Council 7 to 8:00 a.m., on December 15, 1964, per Article 52, of the
Dispute Local 85 Pick-Up and Delivery Supplement.

DISPOSITION: Withdrawn.

* * * * *

Case # Local 483, Boise, Idaho, and
5-5-1932 I.M.L. Freight

OTR It is the Union's position that since Mr. Smith's run is a bid run,
Dispute it is guaranteed and cannot be cancelled, and accordingly, the
Union claims pay for the regular turnaround run on the day it
was cancelled.

DISPOSITION: Withdrawn.

* * * * *

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 551, Lewiston, Idaho
5-5-1933 Local 741, Seattle, Washington, and
United-Buckingham Freight Lines

OTR The Unions have made several attempts to obtain bid runs on
Dispute United-Buckingham Freight Lines Over-the-Road operation;
such attempts extending over a long period.

It is further our position that the bids we are asking for are
running out of our respective jurisdictions and would not force
any undue restrictions on the Company.

DISPOSITION: Withdrawn.

* * * * *

Case # Local 81, Portland, Oregon, and
5-5-1952 Oregon-Nevada-California Fast Freight

Interpre- Request for interpretation of Article 3, Section 2, third
tation paragraph, of the National Master Freight Agreement.

DISPOSITION: Withdrawn.

* * * * *

Case # Local 468, Oakland, California, and
5-5-1954 Consolidated Freightways

Warning Local 468 wishes to protest the warning letter issued to
Notice McAllister Hargrave.

DECISION: (Main Committee - Transcript Page 105 - 8/10/65)
M/m/s/c that the warning letter be upheld.

* * * * *

Case # Local 70, Oakland, California, and
8-5-1989 Associated Freight

Joint Martinez on first dock shift has less seniority than Russell who
Council 7 works second shift. On disputed occasion, Russell, who worked
Dispute until 3:30 a.m. was put on layoff while Martinez worked.
Company contends State Law requires 8 hours rest between
shifts, so Russell could not have been recalled.

DISPOSITION: Withdrawn.

* * * * *

Case # Local 70, Oakland, California, and
8-5-1990 California Motor Express

Joint Union objects to spotting of trailers at interline carrier docks
Council 7 for loading by night platform men. Claims subterfuge to prevent
Dispute paying C. M. E. driver overtime for loading his own equipment,
departure from past practice.

DECISION: (Main Committee - Transcript Page 81 - 8/10/65)
M/m/s/c that based on the facts in this case, the claim of the Union be denied.

* * * * *

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 70, Oakland, California, and
8-5-1991 Di Salvo

Joint Can a line driver drop a train at Oakland terminal and hook
Council 7 up and haul an empty van to San Francisco terminal?
Dispute Oakland terminal closed at the time.

DISPOSITION: Withdrawn.

* * * * *

Case # Local 70, Oakland, California, and
8-5-1992 Di Salvo

Joint Can line driver drop one trailer of a set of doubles at Oakland
Council 7 terminal and proceed with the remaining trailer and dolly to
Dispute the San Francisco terminal? Oakland terminal closed.

DISPOSITION: Withdrawn.

* * * * *

Case # Local 70, Oakland, California, and
8-5-1993 Los -Angeles-Seattle Motor Express

Joint Union Position: Employees who take 1/2 hour lunch on a
Council 7 consignees schedule are entitled to 1/2 hour overtime.
Dispute

DISPOSITION: (Main Committee - Transcript Page 39 - 8/10/65)
Withdrawn.

* * * * *

Case # Local 70, Oakland, California, and
8-5-1994 O. N. C.

Interpre- Union claims that senior employees should be allowed to bump
tation bid hostlers rather than being assigned to the night shift dock.

DISPOSITION: Withdrawn.

* * * * *

Case # Local 70, Oakland, California, and
8-5-1995 Panda Terminals

Joint Union's position is that any employee who has ten years of service
Council 7 or more, regardless of his anniversary date, shall receive four
Dispute weeks vacation with pay.

DISPOSITION: (Main Committee - Transcript Page 74 - 8/10/65)
Withdrawn.

* * * * *

JWAC Minutes
August 9, 10, 11, 12, & 13,
1965

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 70, Oakland, California, and
8-5-1996 Panda Terminals

Joint Trap van driver leaves truck at Shema Drayage, Local 12 loads
Council 7 and driver returns and picks up equipment. Union's position is
Dispute that driver should stay with the truck.

DECISION: (Main Committee - Transcript Page 75 - 8/10/65)
M/m/s/c/ that this case be referred to the Joint Council 7 Local P & D
Committee for disposition.

* * * * *

Case # Local 70, Oakland, California, and
8-5-1997 Sterling Transit

Joint Interpretation of Contract with regard to bidding of routes.
Council 7
Dispute

DECISION: (Main Committee - Transcript Page 47 - 8/10/65)
M/m/s/c/ that because the Company agreed with the Union to bid, that the
position of the committee is that the Company go back and bid all regular positions
and all permanent vacancies thereafter in accordance with the Contract.

* * * * *

Case # Local 70, Oakland, California, and
8-5-1998 Transcon

Joint Tollfree dispatched from Hall as casual, is a qualified worker
Council 7 and should not have been refused.
Dispute

DECISION: (Main Committee - Transcript Page 73 - 8/10/65)
M/m/s/c/ that the decision in 1879 apply to Case 1998.

* * * * *

Case # Local 70, Oakland, California, and
8-5-1999 Wells Cargo

Joint On Saturday, when the local terminal was closed, a Reno
Council 7 driver picked up a full load directly at a consignor, on a
Dispute turnaround.

DECISION: (Main Committee - Transcript Page 54 - 8/10/65)
M/m/s/c/ that the senior man available on the day in question be paid a day's
pay at the applicable hourly rate.

* * * * *

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 81, Portland, Oregon, and
8-5-2000 Consolidated Freightways, Inc.

OTR Under no circumstances does the Union agree that the Company
Dispute can dispatch a pair of drivers on a roll and rest basis, knowing
that they are going to have to deadhead home, and upon arrival
at their destination, declare them a sleeper team, deadhead
them home, and split the shortest mileage between the two drivers.

DECISION: (Main Committee - Transcript Page 159 - 8/10/65)
M/m/s/c/ that each man be paid the single man rate of pay for the trip back
to Portland from Chicago.

* * * * *

Case # Local 81, Portland, Oregon, and
8-5-2001 Garrett Freightlines, Inc.

OTR Local Union 81 is claiming runaround pay amounting to a
Dispute Portland-Aberdeen round trip, from Garrett Freightlines, Inc.,
because on April 1, 1965, the Company used a O.S. & D. Clerk
to move freight to Aberdeen.

DISPOSITION: Withdrawn.

* * * * *

Case # Local 81, Portland, Oregon, and
8-5-2002 Interstate Freight Lines, Inc.

MASTER The Union contends that Jesse Weinel went to work for Interstate
Dispute Freight Lines on May 5, 1965, at which time he was working as
a casual employee. It is the Union's position that this employee
had been on the payroll in excess of 30 days and is entitled to
the following benefits: (1) to become a regular employee,
(2) to be entitled to holiday pay, (3) health and welfare payments
on his behalf, and (4) vacation benefits when he qualifies for
same under the provisions of the Contract.

DECISION: (Main Committee - Transcript Page 185 - 8/11/65)
M/m/s/c/ that based on the facts presented in this case, regarding the seniority
status of Jesse Weinel, his seniority date shall be established by this committee
as July 1, 1965.

* * * * *

Case # Local 81, Portland, Oregon, and
8-5-2003 Oregon-Nevada-California Fast Freight

OTR The Union contends that Norman was runaround by a junior man.
Dispute Norman was next man up on the board, and did not leave until 15 1/2
hours after the junior man was dispatched on a Medford run.

DECISION: (Main Committee - Transcript Page 192 - 8/11/65)
M/m/s/c/ that the claim for seven and a quarter hours be paid.

* * * * *

JWAC Minutes
August 9, 10, 11, 12, & 13,
1965

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 81, Portland, Oregon, and
8-5-2004 Oregon-Nevada-California Fast Freight

OTR The Union contends that Moe was runaround by a junior driver
Dispute Madsen on March 15, 1965. Madsen was dispatched to Seattle,
and laid over in Seattle. Moe was not dispatched until the 16th
on a Medford run.

DISPOSITION: Withdrawn.

* * * * *

Case # Local 81, Portland, Oregon, and
8-5-2005 Oregon-Nevada-California Fast Freight

OTR Protest of warning letter issued to Dennis. The Union maintains
Dispute that there is no basis for the warning letter, and that there was
discrimination in it being issued.

DISPOSITION: Withdrawn.

* * * * *

Case # Local 81, Portland, Oregon, and
8-5-2006 Pierce Freightlines, Inc.

MASTER The Union is in disagreement with the Company over the Company's
Dispute interpretation of Section 2, of Article 3, third paragraph, of the
National Master Freight Agreement.

DECISION: (Main Committee - Transcript Page 169 - 8/10/65
M/m/s/c/ that the Company and the Union involved sit down and apply the same
rules of procedure in the hiring of casual employees as practiced by the rest of
the Employers in Portland in accordance with the Contract.

* * * * *

Case # Local 81, Portland, Oregon, and
8-5-2007 Silver Eagle Company

OTR Local Union 81 is claiming that Silver Eagle Company owes the
Dispute senior driver who did not work on June 5, 1965, runaround pay
amounting to a Portland-Secoma turnaround run.

DECISION: (Main Committee - Transcript Page 198 - 8/11/65)
M/m/s/c/ that the position of the Union be upheld.

* * * * *

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 81, Portland, Oregon, and
8-5-2008 United-Buckingham Freight Lines

OTR The Union contends that on December 28, 1964, Bailey was dis-
Dispute patched from Seattle to Portland and was verbally asked by
the Seattle dispatcher if he would turn in Portland and return
to Seattle. At the same time, driver Cook was also dispatched
to Portland. We are requesting runaround pay for Bailey
because he is senior to Cook, and was entitled to the run.

DECISION: (Main Committee - Transcript Page 305 - 8/12/65)
The claims of the Union be denied.

* * * * *

Case # Local 81, Portland, Oregon, and
8-5-2009 United-Buckingham Freight Lines

OTR Local Union 81 is claiming runaround pay for Charles Layton,
Dispute from United-Buckingham Freight Lines, for a runaround
incurred on July 4, 1964.

DECISION: (Main Committee - Transcript Page 305 - 8/12/65)
The claims of the Union be denied.

* * * * *

Case # Local 81, Portland, Oregon, and
8-5-2010 United-Buckingham Freight Lines, Inc.

OTR Local Union 81 is claiming runaround pay for Glenn Brandon,
Dispute from United-Buckingham Freight Lines, for December 3rd, 7th,
and 9th, 1964, when Brandon, a furloughed regular line driver
was runaround.

DECISION: (Main Committee - Transcript Page 305 - 8/12/65)
The claims of the Union be denied.

* * * * *

Case # Local 85, San Francisco, California, and
8-5-2011 Associated Freight Lines

Joint Request for consolidation of pay periods per Article 17 of
Council 7 Master Agreement.
Dispute

DISPOSITION: Withdrawn.

* * * * *

Case # Local 85, San Francisco, California, and
8-5-2012 Consolidated Freightways

Joint Request for consideration of change in pay days under Article
Council 7 17 of the National Master Agreement.
Dispute

DISPOSITION: Withdrawn.

- 23 -

* * * * *

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 104, Phoenix, Arizona, and
8-5-2013 Alabam Freight Lines Division, Consolidated Copperstate

OTR Money claim for Neal Neff and Paul Edwards, for January 18.
Dispute (Company dispatched leasor)

DECISION: (Main Committee - Transcript Page 151 - 8/10/65)
M/m/s/c/ that the claim of the Union be denied.

* * * * *

Case # Local 104, Phoenix, Arizona, and
8-5-2014 Navajo Freight Lines, Inc.

Interpre- Money claim of senior man on shift for pay at short-line rate for
tation day involved and pay at one and one-half times short-line rate for
the time spent by a junior employee in making the short-line
trip after claimant had completed his regular shift.

DISPOSITION: Referred back to Joint State Committee.

* * * * *

Case # Local 150, Sacramento, California, and
8-5-2015 Sierra Distributing

Interpre- Sierra Distributing has house account with Proctor & Gamble
tation Company for loading of trucks. Teamsters representatives
denied access to loading docks to check conditions of men.

DECISION: (Main Committee - Transcript Page 254 - 8/11/65)
M/m/s/c/ that this case is improperly here before this committee.

* * * * *

Case # Local 180, Los Angeles, California, and
8-5-2016 Consolidated Copperstate

OTR Local 180 is claiming 1/2 hour pay for Robert Kelly and
Dispute Earl Hickman @ \$3.07 per hour, a total of \$1.54 due each man
against Consolidated Copperstate.

DECISION: (Main Committee - Transcript Page 148 - 8/10/65)
M/m/s/c/ that if the logs show over 30 minutes, the claim be paid by the Company;
that the decision in Case #8-5-2042 be applied.

* * * * *

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 180, Los Angeles, California, and
8-5-2017 Pacific Intermountain Express

Termination Local 180 protests the termination of Robert Gentry. We
request that he be returned to work with full seniority and
compensated for all time lost.

DECISION: (Main Committee - Transcript Page 228 - 8/11/65)

M/m/s/ and deadlocked that Robert Gentry be returned to work with full seniority
and all compensation lost from the day of the accident.

NOTE: This case shall be submitted to umpire handling with Mr. Sam Kagel
as the arbitrator.

* * * * *

Case # Local 190, Billings, Montana, and
8-5-2018 Consolidated Freightways

OTR Local requests pay for a Billings - Great Falls trip and Great
Dispute Falls to Billings trip for C. P. Clement, Jr. A Denver
sleeper team picked and dropped freight in Great Falls and
Billings. Mr. Clement was deprived of this run on March
29, 1965.

DISPOSITION: (Main Committee - Transcript Page 164 - 8/10/65)
Postponed.

* * * * *

Case # Local 190, Billings, Montana, and
8-5-2019 Garrett Freightlines

OTR Request difference in pay of a Billings-Pocatello trip and a
Dispute Billings-Whitehall trip, for Kenneth Kratovil in regard to runaround
on May 19, 1965.

DISPOSITION: Withdrawn.

* * * * *

Case # Local 190, Billings, Montana, and
8-5-2020 Garrett Freightlines

OTR Union is requesting pay from 0900 on 6/4/65 to 1300 on 6/5/65
Dispute for Denver Sackett and James Christensen for a runaround on
6/4/65.

DISPOSITION: Postponed.

* * * * *

JWAC Minutes
August 9, 10, 11, 12, & 13
1965

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 208, Los Angeles, California, and
8-5-2021 Associated Freight Lines

Interpre- When Company stipulates on bid sheet that a driver, in order
tation to bid a specified starting time position, must have a "Class A
License", must operate "Diesel" equipment and "Doubles" -
is he then, by establishing the highest rated classification,
entitled to 5-axle pay when lesser rated equipment is assigned
on a day-to-day basis?

DECISION: (Main Committee - Transcript Page 16 - 8/9/65)
Improper before this committee.

* * * * *

Case # Local 208, Los Angeles, California, and
8-5-2022 C. T. A. Members and Non-Association Members

Interpre- We are asking for an interpretation of Article 41, Section 3 (a)
tation as this is not clear to the Companies under the C. T. A. and
the Non-Association, as to the method of bidding.

DECISION: (Main Committee - Transcript Page 16 - 8/9/65)
Improper before this committee.

* * * * *

Case # Local 208, Los Angeles, California, and
8-5-2023 All Companies involved.

Interpre- We would like an interpretation of Article 49, Section 5, of the
tation Supplemental Agreement, as to whether this applies to the 15%
to the total seniority list of each yard, per week, per month, or
during the period of May 1, to October 1.

DECISION: (Main Committee - Transcript Page 16 - 8/9/65)
Improper before this committee.

* * * * *

Case # Local 208, Los Angeles, California, and
8-5-2024 Transcon Lines

MASTER Case #SC-7-65-5906 - on behalf of V. O. Brown.
Dispute Case #SC-7-65-5907 - on behalf of J. Mathas & 67 John Does.
Claim for monies due as a result of a picket line.

DECISION: (Main Committee - Transcript Page 88 - 8/10/65)

M/m/s/and deadlocked that the claim be denied.

M/m/s/ and did not receive a majority vote "that this case go to arbitration."

* * * * *

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 222, Salt Lake City, Utah, and
8-5-2025 I.M.L. Freight

Termina-
tion Protest of discharge of William K. Hier.

DECISION: (Main Committee - Transcript Page 340 - 8/12/65)
M/m/s/c/ that driver William K. Hier be returned to work with full seniority
and no back pay as of September 1, 1965, and that the discharge letter be reduced
to a warning letter for his act.

* * * * *

Case # Local 222, Salt Lake City, Utah, and
8-5-2026 I.M.L. Freightlines

OTR A Salt Lake City domiciled sleeper team of drivers Stertz and
Dispute Beatty was dispatched from Salt Lake City on a Chicago run. The
tractor broke down at Echo, Utah (approximately 60 miles out of
Salt Lake City). The team and tractor were returned to Salt
Lake City, and the team did not elect to be placed on the extra
board, but elected to wait for the repair of their tractor. They
claim 8 hours breakdown pay for each of two days while the tractor
was being repaired.

DECISION: (Main Committee - Transcript Page 276 - 8/12/65)
M/m/s/c/ that the claim of the Union be denied based on the agreed upon rules
between the Company and the Union.

* * * * *

Case # Local 222, Salt Lake City, Utah, and
8-5-2027 I.M.L.

Interpre- Requesting interpretation of whether employee has a right to
tation split vacation for 2, 3, and 4 choices on first bid.

DISPOSITION: Postponed.

* * * * *

Case # Local 222, Salt Lake City, Utah, and
8-5-2028 I.M.L.

Termina-
tion The Local Union wishes to protest the discharge of Max
Jepson.

DISPOSITION: Settled and Withdrawn.

* * * * *

JWAC Minutes
August 9, 10, 11, 12 & 13
1965

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 222, Salt Lake City, Utah, and
8-5-2029 Milne Truck Lines, Inc.

MASTER It is the Union's position under the provisions of Article 2,
Dispute Section 3 of the National Master Freight Agreement, that the
Company is obligated to recognize the Union upon a showing of
a representation of a majority of the employees involved. The
Union concedes that it has no agreement with Milne Terminal
Service, but contends that Milne Terminal Service is "non-existent",
has no legal existence and that the employees involved are all
employees of Milne Truck Lines, Inc. and are subject to the
provisions of the agreement referred to.

DECISION: (Main Committee - Transcript Page 239 - 8/11/65)
M/m/s/and deadlocked that the Union's claim be denied.

* * * * *

Case # Local 222, Salt Lake City, Utah, and
8-5-2030 Pacific Intermountain Express

Warning Protest of warning notice issued to David C. Soderborg.
Letter

DISPOSITION: Withdrawn.

* * * * *

Case # Local 287, San Jose, California, and
8-5-2031 Garden City Transportation

Joint Union Position: Wants three men off at one time.
Council 7

Dispute Employer Position: No contractual provisions specifying
percentages of employees off at one time.

DECISION: (Main Committee - Transcript Page 340 - 8/12/65)
M/m/s/c/ that based on the facts presented in this case, the position of the
Employer is upheld.

* * * * *

Case # Local 287, San Jose, California, and
8-5-2032 Garden City

Joint Does a run which includes early A.M. start have to be put for
Council 7 bid? Union's case included claim that early start constituted
Dispute a higher paid position.

DECISION: (Main Committee - Transcript Page 340 - 8/12/65)
M/m/s/c/ that the claim of the Union be denied.

* * * * *

JWAC Minutes
August 9, 10, 11, 12 & 13
1965

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 287, San Jose, California, and
8-5-2033 Pacific Intermountain Express

Joint Do early morning starts, assigned as the work load warrants,
Council 7 have to be bid?
Dispute

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 287, San Jose, California, and
8-5-2034 Pacific Intermountain Express

Joint Does a hostler job, on an occasional one day relief basis,
Council 7 have to bid?
Dispute

DISPOSITION: Withdrawn.

* * * * *

Case # Local 287, San Jose, California, and
8-5-2035 Scoffone

Dis- Local 287 protests the discharge of Caraveo.
charge

DECISION: (Main Committee - Transcript Page 355 - 8/12/65)
M/m/s/c/ that having heard all the cases to come before the JWAC, and it is
time for adjournment, the Company not being present and having been notified to
hear their case, that they lose all the benefits of Article 43, Section 1 (f) under
the Agreement.

* * * * *

Case # Local 315, Martinez, California, and
8-5-2036 Reliable

Dis- The Local Union protests the discharge of Anderson
charge

DECISION: (Main Committee - Transcript Page 340 - 8/12/65)
M/m/s/c/ that the discharge of Anderson be upheld.

* * * * *

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 448, Missoula, Montana, and
8-5-2037 Consolidated Freightways

OTR Junior driver, Alburthy, working for Consolidated Freightways
Dispute when senior driver Feucht was laid off in September, 1963.
Request driver Feucht be re-employed and paid for all trips
pulled by new driver Alburthy.

DISPOSITION: Postponed.

* * * * *

Case # Local 468, Oakland, California, and
8-5-2038 Consolidated

OTR Union claims eight hours abusive free time because when
Dispute drivers arrived at Billings, Montana, their load was there and
drivers were waiting for Company to hook up load.

DECISION: (Main Committee - Transcript Page 112 - 8/10/65)
M/m/s/c/ that the drivers be paid from 12:00 until 4:00 based on the evidence
presented.

* * * * *

Case # Local 468, Oakland, California, and
8-5-2039 Consolidated

OTR Pay claim for McCasland and Chandler.
Dispute

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 468, Oakland, California, and
8-5-2040 Consolidated

OTR Runaround for Dalke and Raynor. Union maintains Dalke and
Dispute Raynor were runaround at Walla Walla by Geiger and Skillings,
another Oakland team.

DECISION: (Main Committee - Transcript Page 221 - 8/11/65)
M/m/s/c/ that based on the facts of this case, the claim of the Union be upheld.

* * * * *

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 468, Oakland, California, and
8-5-2041 Consolidated

OTR Pay claim for Ong and Leeman.
Dispute

Union claims 16 1/2 hours pay due to blocked roads. Drivers called company and were told to keep checking on road conditions and leave as soon as possible. Drivers had to keep moving equipment due to floods at Arlington, Oregon and were never instructed to go off duty.

DECISION: (Main Committee - Transcript Page 121 - 8/10/65)
M/m/s/c/ that the claim of the Union be allowed for four and three-quarter hours.

* * * * *

Case # Local 468, Oakland, California, and
8-5-2042 Consolidated

OTR Pay claim Johnsen and Hare. Union claims 20 minutes pay,
Dispute drivers were stopped at the State scales and equipment checked by the California State Police.

DECISION: (Main Committee - Transcript Page 126 - 8/10/65)
M/m/s/c/ that this claim be paid. That future cases of this type be determined by the Central States application, which is 30 minutes. If it runs over 30 minutes, you get paid from the first minute.

* * * * *

Case # Local 468, Oakland, California, and
8-5-2043 Garrett

OTR Union claims that driver worked on Washington's Birthday and
Dispute was paid two different rates of pay. Hays was paid Short Line rate for working and was paid long line rate for holiday pay.

DECISION: (Main Committee - Transcript Page 325 - 8/12/65)
M/m/s/c/ that the men shall be paid eight hours pay at the Short Line rate for the holiday and the Short Line rate for the first eight hours worked on the holiday and time and one-half that rate for all hours thereafter.

* * * * *

Case # Local 468, Oakland, California, and
8-5-2044 Garrett

OTR Union claims short line rate of pay for Ries for a trip from
Dispute Emeryville to San Miguel and back.

DECISION: (Main Committee - Transcript Page 329 - 8/12/65)
M/m/s/c/ that on this particular trip in question the man shall be paid the Short Line rate of pay for all time away from his home terminal because the man was not told he was to lay over.

* * * * *

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 468, Oakland, California, and
8-5-2045 Pacific Intermountain Express

OTR Pay claim for Costa and Brignoli. Union claims 4 hours pay
Dispute for drivers because of road conditions.

DECISION: (Main Committee - Transcript Page 285 - 8/12/65)
M/m/s/c/ that the claim of the Union be denied.

* * * * *

Case # Local 468, Oakland, California, and
8-5-2046 Pacific Intermountain Express

OTR Union claims Troth and Moore claim 8 hours for local work.
Dispute Men reported for work at Sparks and were sent to Vista which
is East of Sparks to do local shuttle work before starting out
on a line trip to Oakland.

DECISION: (Main Committee - Transcript Page 289 - 8/12/65)
M/m/s/and deadlocked that the claim of the Union be upheld.
M/m/s/ and did not receive a majority vote "that this case go to arbitration."

* * * * *

Case # Local 468, Oakland, California, and
8-5-2047 Pacific Intermountain Express

OTR Union claims 5 hours runaround for Lane and Nixon.
Dispute

DECISION: (Main Committee - Transcript Page 294 - 8/12/65)
M/m/s/ and deadlocked that the Union claim be upheld.
M/m/s/ and did not receive a majority vote "that this case go to arbitration."

* * * * *

Case # Local 468, Oakland, California, and
8-5-2048 Pacific Intermountain Express

OTR Pay claim for Farrington and Smith. Union claims 1 1/2 hours for
Dispute drivers because they had to tie up due to fog and waited for
daylight before continuing on to Los Angeles.

DECISION: (Main Committee - Transcript Page 306 - 8/12/65)
M/m/s/c/ that the claim be paid.

* * * * *

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 468, Oakland, California, and
8-5-2049 Pacific Intermountain Express

OTR Pay claim for Brignoli and Costa.
Dispute

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 468, Oakland, California, and
8-5-2050 Pacific Intermountain Express

OTR Union claims cab fare at Boise, Idaho, from the dock to the
Dispute Indiana Hotel.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 468, Oakland, California, and
8-5-2051 Pacific Intermountain Express

OTR Pay claim for Fay and Quadros. Union claims 11 hours run-
Dispute around.

DECISION: (Main Committee - Transcript Page 312 - 8/12/65)
M/m/s/and deadlocked that this claim be paid.
M/m/s/ and did not receive a majority vote "that this case go to arbitration."

* * * * *

Case # Local 468, Oakland, California, and
8-5-2052 Pacific Intermountain Express

OTR Pay claim for Kirby and Crowes. Union claims 8 hours
Dispute runaround.

DECISION: (Main Committee - Transcript Page 317 - 8/12/65)
M/m/s/c/ that the claim of the Union be denied.

* * * * *

Case # Local 468, Oakland, California, and
8-5-2053 Pacific Intermountain Express

OTR Terminal delay for Hilburn and Rains. Union claims 4 3/4 hours
Dispute for terminal delay at Denver.

DECISION: (Main Committee - Transcript Page 321 - 8/12/65)
M/m/s/c/ that the claim of the Union be denied.

* * * * *

JWAC Minutes

August 9, 10, 11, 12, & 13
1965

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 468, Oakland, California, and
8-5-2054 Pacific Intermountain Express

Dis- Union protests discharge of Hill and Gama for dishonesty.
charge

DISPOSITION: (Main Committee - Transcript Page 257 - 8/11/65)
Settled and Withdrawn.

* * * * *

Case # Local 468, Oakland, California, and
8-5-2055 Watson-Wilson

OTR Money claim for Hallaand Gilliam. Union claims differential
Dispute in pay between an Albuquerque trip and a Chicago trip.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 492, Albuquerque, New Mexico, and
8-5-2056 The Santa Fe Trails Transportation Co.

OTR Claim of James L. Elam, February 10, checking equipment
Dispute and loading and unloading.

DECISION: (Main Committee - Transcript Page 101 - 8/10/65)
M/m/s/c/ that the claim of the Union be denied.

* * * * *

Case # Local 690, Spokane, Washington, and
8-5-2057 Best Way Motor Freight

Warning Local 690 is protesting warning notice issued to Leo Pike.
Notice

DISPOSITION: Withdrawn.

* * * * *

Case # Local 741, Seattle, Washington, and
8-5-2058 Consolidated Freightways, Inc.

Interpre- Local 741 requests that Consolidated Freightways be instructed
tation to pay L. M. Scovill at the checkers rate of pay and adjust his
wages retroactively to January 1, 1964.

DISPOSITION: (Main Committee - Transcript Page 271 - 8/12/65)
Withdrawn.

* * * * *

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 741, Seattle, Washington, and
8-5-2059 Gasoline Tank Service Company

Tanker Gasoline Tank Service is requiring their drivers to observe a
Dispute Company speed limit of 45 miles per hour.

It is the position of Local 741 that this is a Company rule under Article 55 (Company Rules) and since it has never been approved by Teamsters Local 741, it is not effective nor enforceable, and the limit should be raised to the legal posted speed.

DECISION: (Main Committee - Transcript Page 340 - 8/12/65)

M/m/s/c/ that based on the facts presented and based on the type of merchandise haul which is highly explosive and inflammable, that the claim of the Union be denied.

* * * * *

Case # Local 741, Seattle, Washington, and
8-5-2060 Interstate Freight Lines

Termination Local 741 protests the termination of Jack Cook by Interstate
Freight Lines on May 28, 1965.

DECISION: (Main Committee - Transcript Page 263 - 8/12/65)

M/m/s/c/ that based on the facts presented in this case that the discharge be upheld.

* * * * *

Case # Local 741, Seattle, Washington, and
8-5-2061 Los Angeles-Seattle Motor Express.

OTR Company in violation of Article 52 of the Western States Area
Dispute Over-the-Road Supplemental Agreement by not compensating sleeper drivers Varra and Chappelle, the local area heavy duty rate at Sacramento, California, on trip of 2/10 through 2/13/65.

DISPOSITION: (Main Committee - Transcript Page 258 - 8/12/65)
Withdrawn.

* * * * *

Case # Local 741, Seattle, Washington, and
8-5-2062 Sea-Land Freight Service, Inc.

Interpretation Local 741 takes the position, according to the NFA, Articles 1 & 2, that Sea-Land Freight Service, Inc., should become a party to the NMFA and the WSA OTR Supplemental Agreement, and the approved Alaska Rider to the same.

DISPOSITION: (Main Committee - Transcript Page 128 - 8/10/65)
Withdrawn.

* * * * *

JWAC Minutes
August 9, 10, 11, 12, & 13
1965

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 150, Sacramento, California, and
8-5-2064 Pierce Freight Lines and Valley Motor Lines,
Divisions of Consolidated Copperstate

OTR Union claims 8 hours pay for senior available local men on
Dispute June 27, 1965, when Portland-Los Angeles sleeper wayfreighted
in Sacramento. Claim for July 5th, 1965 was added to the case.

DECISION: (Main Committee - Transcript Page 132 - 8/10/65)
M/m/s/c/ that based on the evidence presented in this case the claim of the
Union be paid.

* * * * *

Case # Local 81, Portland, Oregon, and
8-5-2065 Pacific Intermountain Express

OTR Local Union 81 is claiming 18 1/2 hours runaround pay from
Dispute Pacific Intermountain Express on behalf of Portland Sleeper Team
St. John and Dunlap, for an alleged runaround incurred on
June 17, 1965.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 81, Portland, Oregon, and
8-5-2066 Nehalem Valley Motor Freight, Inc.

OTR Local Union 81 is claiming that Nehalem Valley Motor Freight, Inc.
Dispute has violated the bidding rights of Joe Murphy.

DECISION: (Main Committee - Transcript Page 210 - 8/11/65)
M/m/s/c/ that based on the facts in this case, the claim be denied, and this is
not a precedent setting case.

* * * * *

Case # Local 224, Los Angeles, California, and
8-5-2067 Pacific Intermountain Express

Dis- Local 224, on behalf of Leroy M. Boatright, protests his
charge discharge effective on July 19, 1965.

DECISION: (Main Committee - Transcript Page 341 - 8/12/65)
M/m/s/and deadlocked that the discharge be sustained not on the basis of any
possible drunkenness or drug-taking, but on the basis of a serious accident in
which a fellow employee was injured resulting from recklessness.

NOTE: This case shall be submitted to umpire handling with Mr. Sam Kagel
as the Arbitrator.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 492, Albuquerque, New Mexico, and
8-5-2068 Navajo Freight Lines, Inc.

Interpre- Navajo Freight Lines, pursuant to Article 43, Section 1 (d) of
tation the Western States Over-the-Road Supplemental Agreement
hereby requests the Joint Western Committee for an interpretation
of Article 43, Section 2 of the same Agreement, whether
employees are entitled to recourse to the grievance procedure,
after engaging in an unauthorized work stoppage longer than
24 hours duration.

DECISION: (Main Committee - Transcript Page 351 - 8/12/65)
M/m/s/and deadlocked that this is not a proper matter for interpretation by this
committee, and they go back to the State Committee and dig out the facts.
M/m/s/ and did not receive a majority vote, "that this case go to arbitration."

* * * * *

MINUTES OF MEETING

JOINT WESTERN AREA COMMITTEE

August 9, 10, 11 & 12, 1965

SIR FRANCIS DRAKE HOTEL

SAN FRANCISCO - CALIFORNIA

The Joint Western Area Committee convened at 2:00 p.m., Monday, August 9, 1965, in the Monterey Room of the Sir Francis Drake Hotel in a joint session of the Full Committee of both Employer and Union Representatives.

Under the rotating chairmanship rule of the committee, the Union named as Chairman of the Joint Committee, Joseph P. Diviny.

1. The Minutes of the previous meeting of the Joint Western Area Committee in the sessions of May 10, 11, 12, 13, & 14, 1965, were approved as previously distributed.
2. Discussion of cases filed with the Joint Western Area Committee after deadline date.
3. The August, 1965 Agenda was approved as revised.
4. The previously appointed committees remained the same with the following change in the Union Committee of the Change of Operations Sub-Committee. Robert Shaw replaced William O'Connell.
5. A discussion was held on the proposed new Rules of Procedure. Inasmuch as there is not full agreement at this time, the present Rules continue in effect.
6. A communication from Local 357, re: decision in Case 5-5-1913 was read and discussed. M/m/s/c/ that the decision in this case be changed to read as follows:

"M/m/s/c/ that the present payroll schedule will be changed, effective with the week ending June 4, 1965.

For the information of all concerned, checks for the work week ending June 4th, will be issued June 7th, checks for the week ending June 11th will be issued June 15th, checks for the week ending June 18th will be issued June 23rd. Checks for the week ending June 25th will be issued July 1st and checks for the week ending July 2nd will be issued July 9th. All of these checks will be issued locally. Checks for the week ending July 9th will be distributed July 16th on checks issued by our New York Payroll Department.

7. An error in the Joint Council #7 Office Workers Wage Supplement, Appendix "B" should be changed to read as follows:

Group 1	-	First Three Months	
Effective	-	7/1/65	- \$2.46
		7/1/66	- \$2.56

8. The Full Committee Meeting adjourned at 3:10 p.m.

JWAC Minutes

August 9, 10, 11 & 12,
1965

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # United-Buckingham Freight Lines
11-4-1666

Clarifi- Local involved: 483, Boise, Idaho
cation

Request for clarification of Change of Operation decision.

DISPOSITION: (Change of Operations Committee - Transcript Page 128 - 8/10/65)
Withdrawn.

* * * * *

Case # Pierce Freight Lines & Valley Motor Lines
5-5-1837 Divisions of Consolidated Copperstate

Change Local involved: 150, Sacramento, California
of Opera-
tions

Sub-Committee Case #5-5-1837. Clarification of seniority
standing on James Yerby.

DISPOSITION: Withdrawn.

* * * * *

Case # The Santa Fe Trail Transportation Company
5-5-1838

Change Locals involved: 224, Los Angeles, California
of Opera- 104, Phoenix, Arizona
tions

DISPOSITION: (Change of Operations Committee - Transcript Page 239 8/12/65)
Postponed.

* * * * *

Case # Pacific Intermountain Express Co.
5-5-1840

Change Locals involved: 224, Los Angeles, California
of Opera- 208, Los Angeles, California
tions 357, Los Angeles, California
871, Pomona, California

Company proposes to deliver freight directly from Los
Angeles to Pomona area with Los Angeles based men. Pomona
men will be offered work in Los Angeles.

DECISION: (Change of Operations Committee - Transcript Page 3 - 8/10/65)
M/m/s/c/ that the decision of the Operational Change Committee in Case 5-5-1840
as made May 12, 1965, be reaffirmed and that the Company be directed to comply
with that decision and the clarifications which appear in the record of the transcript
in May.

* * * * *

JWAC Minutes
August 9, 10, 11, 12, & 13
1965

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Consolidated Freightways
5-5-1846

Change of Local involved: 961, Denver, Colorado
Operation

At the present time, we are operating between Scottsbluff, Nebraska and Denver, Colorado. This operation is functioning on the basis of one man living in Scottsbluff, Nebraska and running a turnaround run between Scottsbluff, Nebraska and Cheyenne, Wyoming. We also have a turnaround run operating between Denver, Colorado, and Cheyenne, Wyoming that meets the turnaround run from Scottsbluff, Nebraska. The driver on the Denver, Colorado-Cheyenne, Wyoming is a Denver - domiciled driver.

DECISION: (Change of Operations Committee - Transcript Page 146 - 8/11/65)
M/m/s/and deadlocked that due to the facts in this case, I move in Case 5-5-1846 that the requested change by the Company be denied.

* * * * *

Case # Consolidated Freightways
8-5-1966

Change of Locals involved: 81, Portland, Oregon
Operation 180, Los Angeles, California
190, Billings, Montana
222, Salt Lake City, Utah
468, Oakland, California
690, Spokane, Washington
741, Seattle, Washington
961, Denver, Colorado

It is the desire of Consolidated Freightways to amend their present Transcontinental Operational Agreement.

DECISION: (Change of Operations Committee - Transcript Page 158 - 8/11/65)
M/m/s/c/ that the operational change be approved as clarified and agreed to on the record.

* * * * *

JWAC Minutes
August 9, 10, 11, 12, & 13
1965

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
 * * * * *

Case # United-Buckingham Freight Lines
 8-5-1967

Change of Operations	Locals involved:	81, Portland, Oregon 148, Wenatchee, Washington 524, Yakima, Washington 551, Lewiston, Idaho 556, Walla Walla, Washington 690, Spokane, Washington 741, Seattle, Washington 839, Pasco, Washington
----------------------	------------------	---

Company requests change of operations to allow redomicile of all drivers in Washington, Oregon and Northern Idaho into three places, namely Portland, Seattle and Spokane, with the exception of two line drivers at Pasco to run Boise only.

DECISION: (Change of Operations Committee - Transcript Page 43 - 8/10/65)
 M/m/s/c/ that the operational change be approved as modified and clarified on the record, with the following provisos:

- 1.) With regard to the three drivers to be moved from Yakima, the driver who presently has a bid Yakima-Seattle-Yakima turn shall be moved to Seattle and shall have super seniority on a Seattle-Yakima-Seattle turn, under the provisions of Article 5, Section 6 (e). If the driver who presently has this bid turnaround elects not to relocate, the junior driver required to move shall be offered employment at Seattle in accordance with the provisions of Article 5, Section 6 (b) (2).
- 2.) With regard to the driver to be relocated from Tacoma to Portland, his present turnaround Tacoma-Portland-Tacoma shall be reversed and he shall carry super seniority on a Portland-Tacoma-Portland turnaround, in accordance with said Section 6 (e). If this driver elects not to relocate, the Company will not be required to adopt an additional Portland-Tacoma-Portland turnaround as a result of this operational change. (3) With regard to the drivers required to be relocated from Bellingham and/or Blaine, Washington: (a) The driver presently operating a bid Bellingham-Portland run shall be relocated at Portland and shall carry with him super seniority on a bid Portland-Bellingham run under said Section 6 (e). If this driver elects not to relocate the Company shall not be required to adopt an additional Portland-Bellingham bid run as a result of this operational change. (b) The driver presently domiciled at Bellingham operating a Bellingham-Seattle-Bellingham and the driver domiciled at Blaine, operating a Blaine-Seattle-Blaine turnaround, shall each be offered employment at Seattle and shall have first right each day on runs from Seattle to Mt. Vernon, Bellingham and/or Blaine and points north. Should the Company's freight flow develop so as to warrant one or more bids to such points, these two drivers shall have first opportunity to claim such bids under said Section 6 (e). As between themselves, their Company seniority shall determine their rights each day. In the event there are no runs for these drivers on any particular day, their rights for work on other runs shall be determined on the basis of their terminal seniority at Seattle.
- (4) With regard to the drivers to be relocated from Pasco: (a) The two drivers operating bid Pasco-Portland runs shall be relocated to Portland and carry super seniority on bid Portland-Pasco runs under sub-section 6 (e), such runs to be "via" runs, if necessary, with picks and drops en route to terminate at Pasco. In the event said bid drivers elect not to move to Portland, the Company shall not be required to operate such runs as bid runs as a result of this change of operations, and the displaced drivers at Pasco shall be offered employment at Portland under the provisions of said Section 6 (b) (2).

(Continued on Page 4)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # United-Buckingham Freight Lines
8-5-1967

(continued) (b) The driver with a bid Pasco-Seattle run shall be relocated at Seattle and carry super seniority on a bid Seattle-Pasco and/or Walla Walla bid run under said Section 6 (e). Such run shall be a "via" run, if necessary, with picks and drops en route, and may terminate at Pasco or Walla Walla as operating conditions require. In the event this driver elects not to move to Seattle, the Company shall not be required to operate such run as a bid run as a result of this operational change, and resulting displaced Pasco drivers shall be offered employment at Seattle under the provisions of said Section 6 (b) (2).
(5) This operational change shall be placed into effect not earlier than September 15, 1965, unless by mutual agreement of the Company and the Unions involved. (6) It is the recommendation of this committee that the Company and Representatives of Locals 81, 690 and 741 meet at the earliest possible date in an attempt to resolve any questions pertaining to additional bids out of the respective terminals, dispatch rules, et cetera, in accordance with the applicable provisions of the agreements..

* * * * *

Case # Consolidated Copperstate Lines
8-5-1968

Change of Operations Locals involved: 104, Phoenix, Arizona
180, Los Angeles, California
224, Los Angeles, California

The removal of one man based at Blythe, California. This man to move to Phoenix, Arizona, and there be given the right to bid as his seniority may entitle him to bid. In lieu of this Blythe break schedule, the Company proposes to run one additional schedule from Phoenix, Arizona, to Montebello, California, and one additional schedule from Montebello, California, to Phoenix, Arizona. These two new schedules to run opposite each other three times one week and twice the following week.

DECISION: (Change of Operations Committee - Transcript Page 130 - 8/11/65) M/m/s/c/ that the operational change as proposed by the Company be approved as clarified on the record.

* * * * *

JWAC Minutes
August 9, 10, 11, 12, & 13
1965

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Consolidated Copperstate Lines
8-5-1969

Change of Operations Locals involved: 104, Phoenix, Arizona
180, Los Angeles, California
224, Los Angeles, California
310, Tucson, Arizona
941, El Paso, Texas

The Company wishes to request the removal of the restrictions placed on Consolidated Copperstate Lines under Case #8-61-775.

DISPOSITION: (Change of Operations Committee - Transcript Page 129 - 8/11/65) Withdrawn.

* * * * *

Case # Imperial Truck Lines, Inc.
8-5-1970

Change of Operations We wish to eliminate our line run between Yuma, Arizona and San Diego, California. This involves one position only.

DECISION: (Change of Operations Committee - Transcript Page 1 - 8/10/65) M/m/s/c that the Rules of Procedure of the Change of Operations have been complied with and the approved change is made a matter of record.

* * * * *

Case # Watson-Wilson Transportation System
8-5-1971

Clarification of Locals involved: 104, Phoenix, Arizona
180, Los Angeles, California
5-5-1963 224, Los Angeles, California
468, Oakland, California
961, Denver, Colorado
467, San Bernardino, California

Local 104 requests clarification of J.W.A.C. Case #5-5-1963.

DECISION: (Change of Operations Committee - Transcript Page 214 - 8/12/65) M/m/s/c/ that: (1) With regard to the historical practice of having one common line seniority roster throughout the geographical jurisdiction of Local 104, this practice shall be continued. (2) With regard to bidding into the respective new terminals created by this operational change, the drivers shall use full combined company seniority accrued at all western terminals. (3) With regard to drivers who are on layoff at their home terminal as a result of not having sufficient seniority to claim existing openings at that terminal or who have not elected to exercise their seniority to bid into available jobs elsewhere, their seniority at their home terminal shall remain protected for the two-year period as provided in the Contract.

(Continued on Page 6)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Watson-Wilson Transportation System
8-5-1971

- (Continued)
- (4) Drivers who have exercised their seniority to bid on newly created jobs at points other than their home terminal may return to their home terminal within 30 days and retain their seniority.
 - (5) With regard to moving expenses, the decision of the Operational Change Committee in Case 5-5-1963 did not impose additional obligations on the Company or relieve the Company from its obligations under Article 41, Section 3, of the Western States Area Over-the-Road Supplement.

* * * * *

Case # Navajo Freight Lines, Inc.
8-5-1972 Locals involved: 104-180-468-492- and 961.

- Change of Operations
- 1. Establish new runs from Los Angeles, California to Denver, Colorado, tractors and drivers domiciled at Los Angeles.
 - 2. Discontinue the Oakland to Phoenix run. Establish a new run from Oakland to Denver with the three tractors and drivers domiciled at Oakland. The Oakland to Phoenix freight presently handled by the Oakland domiciled line drivers will be handled by the Albuquerque based drivers on return dispatch from Oakland to Albuquerque via Phoenix.
 - 3. Discontinue the two runs from Denver to Los Angeles with tractors and drivers based at Denver and establish a new run with these tractors from Denver to Oakland, tractors and drivers to be domiciled at Denver.
 - 4. Establish a new run from Los Angeles to Amarillo with tractors and drivers based at Los Angeles.

DECISION: (Change of Operations - Transcript Page 219 - 8/12/65)
M/m/s/c/ that the operational change be approved as modified and clarified on the record, with the following provisos: (a) The 40 newly created jobs at Los Angeles shall be offered for bid to the Albuquerque board and the displaced Oakland drivers on the basis of Company seniority, and the successful bidders shall go on the Los Angeles board under the provisions of Article 5, Section 6 (b) (2) of the National Master Freight Agreement; and if any of the Oakland drivers are not successful in bidding Los Angeles jobs, they shall be offered employment at Albuquerque under said Article 5, Section 6 (b) (2). (b) The three tractors being moved to Denver shall be manned by Denver drivers. (c) This change shall be subject to the approval of the appropriate Operational Change Committee regarding the Central States portion, and no part of the change here approved shall be placed in effect prior to the effective date of the Central States approval.

* * * * *

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # United-Buckingham Freight Lines
8-5-1973

Change Locals involved: 148, Wenatchee, Washington
of 690, Spokane, Washington
Operations

United-Buckingham wishes to run from Spokane, Washington to Wenatchee, Washington, drop and pick and with the same driver through to Seattle, Washington. This would operate out of Spokane on Highways 2, 97 and 10. We are also asking for this run in reverse, Seattle to Spokane, via Wenatchee, but on a very irregular basis.

DISPOSITION: (Change of Operations Committee - Transcript Page 240 - 8/12/65)
Withdrawn.

* * * * *

Case # Consolidated Freightways
8-5-1974

Change Locals involved: 222, Salt Lake City, Utah
of 961, Denver, Colorado
Operations

It is the desire of Consolidated Freightways to establish a relay run between Salt Lake City and Denver. This relay will be on the basis of one (1) per day, five days a week, with two (2) men operating on opposite days from the Denver point, and two (2) men operating on opposite days from the Salt Lake City point, with the meet-point being Rawlins, Wyoming.

DECISION: (Change of Operations Committee - Transcript Page 153 - 8/11/65)
M/m/s/c/ that the operational change be approved as requested and clarified on the record, and that the two Denver drivers affected be offered employment in Salt Lake City in accordance with the provisions of Article 5, Section 6 (b) (2) of the National Master Freight Agreement; this change to be effective no sooner than August 15, 1965.

* * * * *

Case # Northern Pacific Transport Company
8-5-1975

Change Locals involved: 313, Tacoma, Washington
of 524, Yakima, Washington
Operation 741, Seattle, Washington
839, Pasco, Washington

The Northern Pacific Transport Company does not operate regular runs between Tacoma, Washington and points east of the Cascade Mountains, namely, Ellensburg, Yakima, and Pasco. They now wish to run on a new route known as Washington State Highway #18. The route is from Interstate Highway #5, via Auburn, Washington, to Echo Lake, entering U.S. Highway #10 at that point just west of North Bend, Washington.

DISPOSITION: (Change of Operations Committee-Transcript Page 241 - 8/12/65)
Postponed.

* * * * *

JWAC Minutes
August 9, 10, 11, 12 & 13
1965

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # United-Buckingham Freight Lines
8-5-1976
Locals involved: 313, Tacoma, Washington; 741, Seattle

Change of Operations United-Buckingham Freight Lines requests a change of operations to allow the dispatching of equipment eastbound from Seattle to all points east of the Cascades to be routed through Tacoma, as the freight dictates, and continue east on new State Highway 18 to connect with regular routes east.

Company also requests permission to route freight destined for points west of the Cascades from points east of the Cascades to be routed via Tacoma on new State Highway 18 as the freight dictates.

DISPOSITION: (Change of Operations Committee - Transcript Page 145 - 8/11/65)
Postponed.

* * * * *

Case # United-Buckingham Freight Lines
8-5-1977

Change of Operations Locals involved: 551, Lewiston, Idaho
690, Spokane, Washington

We are requesting a Change of Operations from Spokane, Washington via Lewiston, Idaho to end at Walla Walla, Washington.

DISPOSITION: (Change of Operations Committee - Transcript Page 242 - 8/12/65)
Withdrawn.

* * * * *

Case # Los Angeles-Seattle Motor Express
8-5-1978

Clarification of Local involved: 741, Seattle, Washington
2-4-1169

Request for clarification of 2-4-1169.

DECISION: (Change of Operations Committee - Transcript Page 34 - 8/10/65)
M/m/s/c/ that in answer to the question referred to this Change of Operations Committee by the Washington Joint State Committee, that under the decision of the Change of Operations Committee in 2-4-1169, Corning, California may be used by the Company as a layover point and that the provisions of the Agreement with regard to layover points and abuse of free time are applicable to Corning when used as a layover point by the Company; that since the present case, 8-5-1978 appears to be a factual case, it is referred back to the Washington Joint State Committee to be heard and decided on the merits with the above clarification.

* * * * *

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Ephraim Freightways, Inc.
8-5-1979

Change of Local involved: 961, Denver, Colorado
Operations

Ephraim Freightways, Inc. wishes to redomicile one Denver based driver in Montrose. Locate a tractor there and run schedules against each other.

DISPOSITION: (Change of Operations Committee - Transcript Page 243 - 8/12/65)
Postponed.

* * * * *

Case # B & L Truck and Transfer Co.
8-5-2063

Change of Local involved: 208, Los Angeles, California
Operations

The B & L Truck & Transfer Company desires to remove the yard operations of the Company based at 2030 Ross Street, Los Angeles, from the provisions of the Western States Area Pickup and Delivery Local Cartage and Dock Workers Supplemental Agreement.

All future yard operations are to be subject to the provisions of the Western States Area Master Agreement and the Heavy-Specialized Wage Agreement, July 1, 1964, to March 31, 1967.

DECISION: (Change of Operations Committee-Transcript Page 134 - 8/11/65)
M/m/s/c/ that in Case 8-5-2063, although it appears to the Operational Change Committee that the proposal of the Company as clarified on the record and agreed to by Local 208 is not a change of operations as such, it further appears to this committee that there is no apparent violation of the National Master Freight Agreement or the Western Area Supplements, and accordingly the proposal as agreed to and clarified is approved. This shall not constitute a predetermination of any jurisdictional disputes that may hereafter arise.

* * * * *

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 57, Eugene, Oregon, and
8-5-1980 Consolidated Freightways, Inc.

P & D The Union is claiming 4 hours pay for Bobby J. Everage.
Dispute

DECISION: (Committee for Local Operations - Transcript Page 74 - 8/10/65)
M/m/s/c/ that the claim of four hours pay for Bobby Everage be allowed.

* * * * *

Case # Local 222, Salt Lake City, Utah, and
8-5-1981 Pacific Intermountain Express

P & D The claim of the Union is that Max J. Lewis should have been
Dispute offered the Saturday work ahead of the junior man.

DECISION: (Committee for Local Operations - Transcript Page 1 - 8/10/65)
M/m/s/c/ that the claim of Max Lewis be denied, but in reference thereto the
Company and the Union are directed to reach mutual agreement as to the proper
call procedure for overtime weekend work.

* * * * *

Case # Local 357, Los Angeles, California, and
8-5-1982 Western Transportation

P & D For and on behalf of: Raymond Lyons and Eugene Davis -
Dispute Western Transportation worked two men Friday, February
26, 1965, checking and hand trucking freight to the spots in
warehouse. We are asking for this pay because according to
our contract, seniority rights should prevail.

DISPOSITION: Postponed.

* * * * *

Case # Local 483, Boise, Idaho, and
8-5-1983 Pacific Intermountain Express

P & D Claim for work performed by Supervisor.
Dispute Terminal Manager, Mr. Kelso, worked 5 days during this
week while three Union men were laid off.

DECISION: (Committee for Local Operations - Transcript Page 46 - 8/10/65)
M/m/s/c/ that due to the facts presented in this case, the claim of the Union
be denied.

* * * * *

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 741, Seattle, Washington, and
8-5-1984 Best Way Motor Freight Company

P & D On April 30, 1965, Bob Miller, shop employee of Best Way
Dispute Motor Freight, drove Best Way equipment from Seattle to
Tacoma. Local 741 claims that a man who was available and
qualified for heavy duty at the Hiring Hall at the time in question
be paid the guarantee of four (4) hours at the casual heavy duty
scale.

DECISION: (Committee for Local Operations - Transcript Page 64 - 8/10/65)
M/m/s/c/ that the claim of the Union be upheld.

* * * * *

Case # Local 741, Seattle, Washington, and
8-5-1985 Best Way Motor Freight Company

P & D Two drivers, employed by Western Hauling Company, delivered
Dispute these two loads from Best Way Seattle Terminal to Pier 37.
These two men worked from 9:00 a. m. to 1:30 p. m.

Local 741 claims eight (8) hours at the applicable rate for the
top two heavy duty men on the Best Way seniority list because
they were not offered this work.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 741, Seattle, Washington, and
8-5-1986 Los Angeles-Seattle Motor Express

P & D According to the bid sheets of the Seattle dock, pickup and
Dispute delivery at L. A. S. M. E. , there were approximately 23 heavy
duty positions posted for bid.

The Union claims these positions were bid by seniority and
qualification of the persons involved. We further claim that to
deprive these men of the heavy duty scale is a violation of their
seniority.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 741, Seattle, Washington, and
8-5-1987 O. N. C. Fast Freight

P & D The Company is in violation of a man's seniority when he is
Dispute precluded from working on a premium day and a junior man is
worked in his place.

DISPOSITION: Withdrawn.

* * * * *

JWAC Minutes
August 9, 10, 11, 12 & 13
1965

REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE

* * * * *

Case # (L-345) JOE CAVE, member of Local 962, Medford, Oregon.
8-5-1988 Employee of Pierce Freight Lines, Division Valley
Motor Lines, Inc. Request is for a period of ninety (90)
days, effective May 14, 1965, for the purpose of taking
a non-covered position for personal reasons.

DECISION: (Sub-Committee - Transcript Page 82 - 8/10/65) Request Approved.

(L-346) PHILLIP H. BAILEY, member of Local 224, Los Angeles,
California. Employee of Millage Trucking Company.
Request is for a period of ninety (90) days, effective
March 17, 1965, for the purpose of transferring from
yard man to office as General Manager.

DECISION: (Sub-Committee - Transcript Page 83 - 8/10/65) Request Approved.

(L-347) EUGENE E. GEMAEHLICH, member of Local 962, Medford,
Oregon. Employee of O.N.C. Motor Freight System.
Request is for a period of sixty (60) days, effective
June 2, 1965, for personal reasons.

DECISION: (Sub-Committee - Transcript Page 84 - 8/10/65)

This case is improper before this committee.

(L-348) CHARLES S. HILL, member of Local 17, Denver, Colorado.
Employee of Denver-Chicago Trucking Company, Inc.
Request is for a period of seven (7) days, effective May
31, 1965, for the purpose of working in the capacity of
detail man.

DECISION: (Sub-Committee - Transcript Page 85 - 8/10/65)

This case is improper before this committee.

(L-349) ROBERT HAMILTON, member of Local 17, Denver,
Colorado. Employee of Interstate Motor Lines. Request
is for an indefinite period of time, effective May 24, 1965,
for the purpose of taking job as Dispatcher.

DECISION: (Sub-Committee - Transcript Page 86 - 8/10/65) Request Approved.

(L-350) PERCY S. COLSON, member of Local 224, Los Angeles,
California. Employee of Post Transportation Company.
Request is for a period of thirty (30) days, effective
April 1, 1965, for the purpose of accepting non-covered
position with the company.

DECISION: (Sub-Committee - Transcript Page 87 - 8/10/65) Request Approved.

(L-351) VON BROWNSON, member of Local 235, Orange, California.
Employee of Anaheim Truck & Transfer Company.
Request is for a period of ninety (90) days, effective
June 21, 1965, for the purpose of dispatching for company.
NOTE: Original Leave of Absence, commencing 5/9/64
for a period of ninety days, was granted during the
August, 1964 JWC Meetings. Refer Case 8-4-1488 (L-271)

DECISION: (Sub-Committee - Transcript Page 88 - 8/10/65) Request Approved.

* * * * *

JWAC Minutes

August 9, 10, 11, 12 & 13

1965

REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE
* * * * *

Case # (L-352) ROBERT RICHARSON, member of Local 542, San Diego, California. Employee of Oregon-Nevada-California Motor Freight System. Request is for a period of ninety (90) days, effective May 15, 1965, for the purpose of Manager Trainee at Santa Ana Terminal.

DECISION: (Sub-Committee - Transcript Page 89 - 8/10/65) Request Approved.

(L-353) LEONARD I. DISBROW, member of Local 448, Missoula, Montana. Employee of Helphrey Motor Freight. Request is for a period of ninety (90) days, effective June 1, 1965, for the purpose of working for Teamsters Local 448.

DECISION: (Sub-Committee - Transcript Page 90 - 8/10/65) Request Approved.

(L-354) CHARLES S. HILL, member of Local 17, Denver, Colorado. Employee of Denver-Chicago Trucking Company, Inc. Request is for a period of ninety (90) days, effective June 14, 1965, for the purpose of performing classified employment in the same industry.

DECISION: (Sub-Committee - Transcript Page 91 - 8/10/65) Request Approved.

(L-355) ROBERT L. GIENAPP, member of Local 357, Los Angeles, California. Employee of Los Angeles-Seattle-Motor Express, Inc. Request is for a period of ninety (90) days, effective June 15, 1965, for the purpose of accepting the promotion to job of "Loading Foreman" at our Los Angeles terminal.

DECISION: (Sub-Committee - Transcript Page 92 - 8/10/65) Request Approved.

(L-356) DAVE McKINLEY, member of Local 690, Spokane, Washington. Employee of Helphrey Motor Freight, Inc. Request is for a period of ninety (90) days, effective July 1, 1965, for the purpose of accepting assignment as City Dispatcher.

DECISION: (Sub-Committee - Transcript Page 93 - 8/10/65) Request Approved.

(L-357) JOHN L. STEBBINS, member of Local 357, Los Angeles, California. Employee of Superior Fast Freight. Request is for a period of thirty (30) days, effective July 7, 1965, for the purpose of a trial period as Dock Supervisor.

DECISION: (Sub-Committee - Transcript Page 94 - 8/10/65) Request Approved.

(L-358) ROBERT W. TOOKER, member of Local 208, Los Angeles, California. Employee of Superior Fast Freight/Superior Express. Request is for a period of ninety (90) days, effective July 1, 1965, for the purpose of trial as Dispatcher.

DECISION: (Sub-Committee - Transcript Page 95 - 8/10/65) Request Approved.

* * * * *

REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE.

* * * * *

Case # (L-359) DONALD MARTIN, member of Local 357, Los Angeles,
8-5-1988 California. Employee of Walkup's Merchants Express.
Request is for a period of ninety (90) days, effective
July 12, 1965, for the purpose of taking position as
Dock Foreman,

DECISION: (Sub-Committee - Transcript Page 96 - 8/10/65) Request Approved.

(L-360) JAMES QUEZADA, member of Local 357, Los Angeles,
California. Employee of Star Forwarders, Inc. Request
is for a period of thirty (30) days, effective July 28, 1965,
for the purpose of assuming an exempt position as
Assistant Operations Manager.

DECISION: (Sub-Committee - Transcript Page 97 - 8/10/65) Request Approved.

(L-361) ROBERT HAMILTON, member of Local 17, Denver, Colorado.
Employee of Interstate Motor Lines. Request is for a
period of ninety (90) days, effective May 24, 1965, for
the purpose of taking a job as Dispatcher.

DECISION: (Sub-Committee - Transcript Page 98 - 8/10/65) Request Approved.

* * * * *

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 85, San Francisco, California, and
2-5-1761 Pacific Motor Trucking Co.

MASTER LD-1289 (Local 85 vs P.M.T.) Union claims an agreement be-
Dispute tween Locals 70 and 85 prohibits the employer from sending
a bobtail unit from one jurisdiction into the other to pick up a
full box and return in a Transbay operation.

LD-1550 (Local 85 vs P.M.T.) Case returned to this committee
as no accord reached when case referred to the Negotiating
Committee.

DISPOSITION: Withdrawn

* * * *

Case # Local 741, Seattle, Washington, and
2-5-1790 Consolidated Freightways, Alaska Division

OTR It is the contention of the Union that this Company be obligated
Dispute to pay these items in conformity to other sleeper cab operators
under this Agreement.

DISPOSITION: Withdrawn.

* * * *

Case # Local 741, Seattle, Washington, and
2-5-1795 United-Buckingham Freight Lines

Interpre- Cases #1090 - #1091 - #1092 - #1093 - #1094 - #1095 - #1096
tation and #1097 - are request for interpretation of foreign based
line drivers dropping and picking in Seattle.

DISPOSITION: Postponed.

* * * *

Case # Local 483, Boise, Idaho, and
2-5-1822 Consolidated-P.I.E - I.M.L. and Garrett Freightlines

OTR The Union is asking that the employers named above submit to
Dispute this committee the dates they have handled frozen food from
Burley plant and also let a dock man be paid dock rate of pay
for work the drivers have been doing in his stead.

DISPOSITION: Withdrawn.

* * * *

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 2, Butte, Montana, and
5-5-1868 Garrett Freightlines, Inc.

OTR Pocatello driver arrived in Butte, dropped his tractor and
Dispute trailer, picked up a tractor and trailer and continued on to
Missoula. Union requests wages at applicable rate for
Ed Hopwood, a P&D driver qualified to have made this run.

Drivers Seabold and Galloway pulled to Butte from Pocatello,
dropped trailers in Butte and picked up others and pulled to
Missoula. Union requests wages at applicable rate for
Richard Newgard and Clarence Hess, qualified P&D drivers
of the Butte terminal.

DISPOSITION: Withdrawn.

* * * * *

✓ Case # Local 70, Oakland, California, and
5-5-1879 Pacific Intermountain Express

Joint LD-1753, 1754 (Local 70 vs P.I.E.) Article II
Council 7 Cases originally filed through Hiring Hall Committee. Hearings
Dispute consolidated by agreement.

Union feels that Tollfree should have been permitted to work
as dispatched from Hiring Hall on September 25, October 2nd,
and October 4, 1964.

DECISION: (Main Committee - Transcript Page 59 - 8/10/65)
M/m/s/c that based on the facts presented in Case 1879 involving Local 70
and Pacific Intermountain Express, that the claim of the Union be denied in
accordance with Article 38, Section 4 of the Local 70 P & D Agreement, with
the understanding that the decision in this case sets no precedent for future cases.

* * * * *

✓ Case # Local 70, Oakland, California, and
5-5-1886 Transcon Lines

Joint Union wants company to install heaters and defrosters.
Council 7 Company claims they are not needed in this area.
Dispute

DECISION: (Main Committee - Transcript Page 35 - 8/10/65)
M/m/s/c that the Company be instructed to comply with Article 16 of the
National Master Freight Agreement within ninety days.

* * * * *

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 81, Portland, Oregon, and
5-5-1891 Consolidated Freightways, Inc., Bulk Commodities Division

Tanker Local Union 81 is claiming that Consolidated Freightways, Inc.
Dispute Bulk Commodities Division, is in violation of Article 14,
Sections 1 and 2, of the Western States Area Master Agreement.

DISPOSITION: Withdrawn.

* * * * *

Case # Local 81, Portland, Oregon, and
5-5-1892 Lee & Eastes Tank Lines, Inc.

Tanker Local Union 81 is claiming runaround pay for John Mullan for
Dispute February 14, 1965, from Lee and Eastes Tank Lines, Inc.,
because of improper dispatch.

DECISION: (Main Committee - Transcript Page 201 - 8/11/65)
M/m/s/c that based on the seniority dispatch, the claim be paid.

* * * * *

Case # Local 81, Portland, Oregon, and
5-5-1898 Pierce Freightlines, Inc.

OTR The Union contends that in approximately November, 1964,
Dispute the Company arbitrarily discontinued payment of one-quarter
hour to Portland road drivers for fueling their own rigs in
Medford, Oregon.

DISPOSITION: Withdrawn.

* * * * *

Case # Local 85, San Francisco, California, and
5-5-1903 Hecht Fast Freight

Joint Henry Puertas claims 1/2 hour overtime is due from 7:30 a.m.
Council 7 to 8:00 a.m., on December 15, 1964, per Article 52, of the
Dispute Local 85 Pick-Up and Delivery Supplement.

DISPOSITION: Withdrawn.

* * * * *

Case # Local 483, Boise, Idaho, and
5-5-1932 I.M.L. Freight

OTR It is the Union's position that since Mr. Smith's run is a bid run,
Dispute it is guaranteed and cannot be cancelled, and accordingly, the
Union claims pay for the regular turnaround run on the day it
was cancelled.

DISPOSITION: Withdrawn.

* * * * *

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 551, Lewiston, Idaho
5-5-1933 Local 741, Seattle, Washington, and
United Buckingham Freight Lines

OTR The Unions have made several attempts to obtain bid runs on
Dispute United-Buckingham Freight Lines Over-the-Road operation;
such attempts extending over a long period.

It is further our position that the bids we are asking for are
running out of our respective jurisdictions and would not force
any undue restrictions on the Company.

DISPOSITION: Withdrawn.

* * * * *

Case # Local 81, Portland, Oregon, and
5-5-1952 Oregon-Nevada-California Fast Freight

Interpre- Request for interpretation of Article 3, Section 2, third
tation paragraph, of the National Master Freight Agreement.

DISPOSITION: Withdrawn.

* * * * *

Case # Local 468, Oakland, California, and
5-5-1954 Consolidated Freightways

Warning Local 468 wishes to protest the warning letter issued to
Notice McAllister Hargrave.

DECISION: (Main Committee - Transcript Page 105 - 8/10/65)
M/m/s/c that the warning letter be upheld.

* * * * *

X Case # Local 70, Oakland, California, and
8-5-1989 Associated Freight

Joint Martinez on first dock shift has less seniority than Russell who
Council 7 works second shift. On disputed occasion, Russell, who worked
Dispute until 3:30 a.m. was put on layoff while Martinez worked.
Company contends State Law requires 8 hours rest between
shifts, so Russell could not have been recalled.

DISPOSITION: Withdrawn.

* * * * *

X Case # Local 70, Oakland, California, and
8-5-1990 California Motor Express

Joint Union objects to spotting of trailers at interline carrier docks
Council 7 for loading by night platform men. Claims subterfuge to prevent
Dispute paying C. M. E. driver overtime for loading his own equipment,
departure from past practice.

DECISION: (Main Committee - Transcript Page 81 - 8/10/65)
M/m/s/c that based on the facts in this case, the claim of the Union be denied.

* * * * *

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 70, Oakland, California, and
8-5-1991 Di Salvo

Joint Can a line driver drop a train at Oakland terminal and hook
Council 7 up and haul an empty van to San Francisco terminal?
Dispute Oakland terminal closed at the time.

DISPOSITION: Withdrawn.

* * * * *

Case # Local 70, Oakland, California, and
8-5-1992 Di Salvo

Joint Can line driver drop one trailer of a set of doubles at Oakland
Council 7 terminal and proceed with the remaining trailer and dolly to
Dispute the San Francisco terminal? Oakland terminal closed.

DISPOSITION: Withdrawn.

* * * * *

Case # Local 70, Oakland, California, and
8-5-1993 Los - Angeles-Seattle Motor Express

Joint Union Position: Employees who take 1/2 hour lunch on a
Council 7 consignees schedule are entitled to 1/2 hour overtime.
Dispute

DISPOSITION: (Main Committee - Transcript Page 39 - 8/10/65)
Withdrawn.

* * * * *

Case # Local 70, Oakland, California, and
8-5-1994 O. N. C.

Interpre- Union claims that senior employees should be allowed to bump
tation bid hostlers rather than being assigned to the night shift dock.

DISPOSITION: Withdrawn.

* * * * *

Case # Local 70, Oakland, California, and
8-5-1995 Panda Terminals

Joint Union's position is that any employee who has ten years of service
Council 7 or more, regardless of his anniversary date, shall receive four
Dispute weeks vacation with pay.

DISPOSITION: (Main Committee - Transcript Page 74 - 8/10/65)
Withdrawn.

* * * * *

JWAC Minutes
August 9, 10, 11, 12, & 13,
1965

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 70, Oakland, California, and
8-5-1996 Panda Terminals

Joint Trap van driver leaves truck at Shema Drayage, Local 12 loads
Council 7 and driver returns and picks up equipment. Union's position is
Dispute that driver should stay with the truck.

DECISION: (Main Committee - Transcript Page 75 - 8/10/65)
M/m/s/c/ that this case be referred to the Joint Council 7 Local P & D
Committee for disposition.

* * * * *

Case # Local 70, Oakland, California, and
8-5-1997 Sterling Transit

Joint Interpretation of Contract with regard to bidding of routes.
Council 7
Dispute

DECISION: (Main Committee - Transcript Page 47 - 8/10/65)
M/m/s/c/ that because the Company agreed with the Union to bid, that the
position of the committee is that the Company go back and bid all regular positions
and all permanent vacancies thereafter in accordance with the Contract.

* * * * *

Case # Local 70, Oakland, California, and
8-5-1998 Transcon

Joint Tollfree dispatched from Hall as casual, is a qualified worker
Council 7 and should not have been refused.
Dispute

DECISION: (Main Committee - Transcript Page 73 - 8/10/65)
M/m/s/c/ that the decision in 1879 apply to Case 1998.

* * * * *

Case # Local 70, Oakland, California, and
8-5-1999 Wells Cargo

Joint On Saturday, when the local terminal was closed, a Reno
Council 7 driver picked up a full load directly at a consignor, on a
Dispute turnaround.

DECISION: (Main Committee - Transcript Page 54 - 8/10/65)
M/m/s/c/ that the senior man available on the day in question be paid a day's
pay at the applicable hourly rate.

* * * * *

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 81, Portland, Oregon, and
8-5-2000 Consolidated Freightways, Inc.

OTR Under no circumstances does the Union agree that the Company
Dispute can dispatch a pair of drivers on a roll and rest basis, knowing
that they are going to have to deadhead home, and upon arrival
at their destination, declare them a sleeper team, deadhead
them home, and split the shortest mileage between the two drivers.

DECISION: (Main Committee - Transcript Page 159 - 8/10/65)
M/m/s/c/ that each man be paid the single man rate of pay for the trip back
to Portland from Chicago.

* * * * *

Case # Local 81, Portland, Oregon, and
8-5-2001 Garrett Freightlines, Inc.

OTR Local Union 81 is claiming runaround pay amounting to a
Dispute Portland-Aberdeen round trip, from Garrett Freightlines, Inc.,
because on April 1, 1965, the Company used a O.S. & D. Clerk
to move freight to Aberdeen.

DISPOSITION: Withdrawn.

* * * * *

Case # Local 81, Portland, Oregon, and
8-5-2002 Interstate Freight Lines, Inc.

MASTER The Union contends that Jesse Weinel went to work for Interstate
Dispute Freight Lines on May 5, 1965, at which time he was working as
a casual employee. It is the Union's position that this employee
had been on the payroll in excess of 30 days and is entitled to
the following benefits: (1) to become a regular employee,
(2) to be entitled to holiday pay, (3) health and welfare payments
on his behalf, and (4) vacation benefits when he qualifys for
same under the provisions of the Contract.

DECISION: (Main Committee - Transcript Page 185 - 8/11/65)
M/m/s/c/ that based on the facts presented in this case, regarding the seniority
status of Jesse Weinel, his seniority date shall be established by this committee
as July 1, 1965.

* * * * *

Case # Local 81, Portland, Oregon, and
8-5-2003 Oregon-Nevada-California Fast Freight

OTR The Union contends that Norman was runaround by a junior man.
Dispute Norman was next man up on the board, and did not leave until 15 1/2
hours after the junior man was dispatched on a Medford run.

DECISION: (Main Committee - Transcript Page 192 - 8/11/65)
M/m/s/c/ that the claim for seven and a quarter hours be paid.

* * * * *

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 81, Portland, Oregon, and
8-5-2004 Oregon-Nevada-California Fast Freight

OTR The Union contends that Moe was runaround by a junior driver
Dispute Madsen on March 15, 1965. Madsen was dispatched to Seattle,
and laid over in Seattle. Moe was not dispatched until the 16th
on a Medford run.

DISPOSITION: Withdrawn.

* * * * *

Case # Local 81, Portland, Oregon, and
8-5-2005 Oregon-Nevada-California Fast Freight

OTR Protest of warning letter issued to Dennis. The Union maintains
Dispute that there is no basis for the warning letter, and that there was
discrimination in it being issued.

DISPOSITION: Withdrawn.

* * * * *

Case # Local 81, Portland, Oregon, and
8-5-2006 Pierce Freightlines, Inc.

MASTER The Union is in disagreement with the Company over the Company's
Dispute interpretation of Section 2, of Article 3, third paragraph, of the
National Master Freight Agreement.

DECISION: (Main Committee - Transcript Page 169 - 8/10/65
M/m/s/c/ that the Company and the Union involved sit down and apply the same
rules of procedure in the hiring of casual employees as practiced by the rest of
the Employers in Portland in accordance with the Contract.

* * * * *

Case # Local 81, Portland, Oregon, and
8-5-2007 Silver Eagle Company

OTR Local Union 81 is claiming that Silver Eagle Company owes the
Dispute senior driver who did not work on June 5, 1965, runaround pay
amounting to a Portland-Secoma turnaround run.

DECISION: (Main Committee - Transcript Page 198 - 8/11/65)
M/m/s/c/ that the position of the Union be upheld.

* * * * *

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 81, Portland, Oregon, and
8-5-2008 United-Buckingham Freight Lines

OTR The Union contends that on December 28, 1964, Bailey was dis-
Dispute patched from Seattle to Portland and was verbally asked by
the Seattle dispatcher if he would turn in Portland and return
to Seattle. At the same time, driver Cook was also dispatched
to Portland. We are requesting runaround pay for Bailey
because he is senior to Cook, and was entitled to the run.

DECISION: (Main Committee - Transcript Page 305 - 8/12/65)
The claims of the Union be denied.

* * * * *

Case # Local 81, Portland, Oregon, and
8-5-2009 United-Buckingham Freight Lines

OTR Local Union 81 is claiming runaround pay for Charles Layton,
Dispute from United-Buckingham Freight Lines, for a runaround
incurred on July 4, 1964.

DECISION: (Main Committee - Transcript Page 305 - 8/12/65)
The claims of the Union be denied.

* * * * *

Case # Local 81, Portland, Oregon, and
8-5-2010 United-Buckingham Freight Lines, Inc.

OTR Local Union 81 is claiming runaround pay for Glenn Brandon,
Dispute from United-Buckingham Freight Lines, for December 3rd, 7th,
and 9th, 1964, when Brandon, a furloughed regular line driver
was runaround.

DECISION: (Main Committee - Transcript Page 305 - 8/12/65)
The claims of the Union be denied.

* * * * *

Case # Local 85, San Francisco, California, and
8-5-2011 Associated Freight Lines

Joint Request for consolidation of pay periods per Article 17 of
Council 7 Master Agreement.
Dispute

DISPOSITION: Withdrawn.

* * * * *

Case # Local 85, San Francisco, California, and
8-5-2012 Consolidated Freightways

Joint Request for consideration of change in pay days under Article
Council 7 17 of the National Master Agreement.
Dispute

DISPOSITION: Withdrawn.

* * * * *

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 104, Phoenix, Arizona, and
8-5-2013 Alabam Freight Lines Division, Consolidated Copperstate

OTR Money claim for Neal Neff and Paul Edwards, for January 18.
Dispute (Company dispatched leasor)

DECISION: (Main Committee - Transcript Page 151 - 8/10/65)
M/m/s/c/ that the claim of the Union be denied.

* * * * *

Case # Local 104, Phoenix, Arizona, and
8-5-2014 Navajo Freight Lines, Inc.

Interpre- Money claim of senior man on shift for pay at short-line rate for
tation day involved and pay at one and one-half times short-line rate for
the time spent by a junior employee in making the short-line
trip after claimant had completed his regular shift.

DISPOSITION: Referred back to Joint State Committee.

* * * * *

Case # Local 150, Sacramento, California, and
8-5-2015 Sierra Distributing

Interpre- Sierra Distributing has house account with Proctor & Gamble
tation Company for loading of trucks. Teamsters representatives
denied access to loading docks to check conditions of men.

DECISION: (Main Committee - Transcript Page 254 - 8/11/65)
M/m/s/c/ that this case is improperly here before this committee.

* * * * *

Case # Local 180, Los Angeles, California, and
8-5-2016 Consolidated Copperstate

OTR Local 180 is claiming 1/2 hour pay for Robert Kelly and
Dispute Earl Hickman @ \$3.07 per hour, a total of \$1.54 due each man
against Consolidated Copperstate.

DECISION: (Main Committee - Transcript Page 148 - 8/10/65)
M/m/s/c/ that if the logs show over 30 minutes, the claim be paid by the Company;
that the decision in Case #8-5-2042 be applied.

* * * * *

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 180, Los Angeles, California, and
8-5-2017 Pacific Intermountain Express

Termination Local 180 protests the termination of Robert Gentry. We
request that he be returned to work with full seniority and
compensated for all time lost.

DECISION: (Main Committee - Transcript Page 228 - 8/11/65)

M/m/s/ and deadlocked that Robert Gentry be returned to work with full seniority
and all compensation lost from the day of the accident.

NOTE: This case shall be submitted to umpire handling with Mr. Sam Kagel
as the arbitrator.

* * * * *

Case # Local 190, Billings, Montana, and
8-5-2018 Consolidated Freightways

OTR Local requests pay for a Billings - Great Falls trip and Great
Dispute Falls to Billings trip for C. P. Clement, Jr. A Denver
sleeper team picked and dropped freight in Great Falls and
Billings. Mr. Clement was deprived of this run on March
29, 1965.

DISPOSITION: (Main Committee - Transcript Page 164 - 8/10/65)
Postponed.

* * * * *

Case # Local 190, Billings, Montana, and
8-5-2019 Garrett Freightlines

OTR Request difference in pay of a Billings-Pocatello trip and a
Dispute Billings-Whitehall trip, for Kenneth Kratovil in regard to runaround
on May 19, 1965.

DISPOSITION: Withdrawn.

* * * * *

Case # Local 190, Billings, Montana, and
8-5-2020 Garrett Freightlines

OTR Union is requesting pay from 0900 on 6/4/65 to 1300 on 6/5/65
Dispute for Denver Sackett and James Christensen for a runaround on
6/4/65.

DISPOSITION: Postponed.

* * * * *

JWAC Minutes
August 9, 10, 11, 12, & 13
1965

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 208, Los Angeles, California, and
8-5-2021 Associated Freight Lines

Interpre- When Company stipulates on bid sheet that a driver, in order
tation to bid a specified starting time position, must have a "Class A
License", must operate "Diesel" equipment and "Doubles" -
is he then, by establishing the highest rated classification,
entitled to 5-axle pay when lesser rated equipment is assigned
on a day-to-day basis?

DECISION: (Main Committee - Transcript Page 16 - 8/9/65)
Improper before this committee.

* * * * *

Case # Local 208, Los Angeles, California, and
8-5-2022 C.T.A. Members and Non-Association Members

Interpre- We are asking for an interpretation of Article 41, Section 3 (a)
tation as this is not clear to the Companies under the C.T.A. and
the Non-Association, as to the method of bidding.

DECISION: (Main Committee - Transcript Page 16 - 8/9/65)
Improper before this committee.

* * * * *

Case # Local 208, Los Angeles, California, and
8-5-2023 All Companies involved.

Interpre- We would like an interpretation of Article 49, Section 5, of the
tation Supplemental Agreement, as to whether this applies to the 15%
to the total seniority list of each yard, per week, per month, or
during the period of May 1, to October 1.

DECISION: (Main Committee - Transcript Page 16 - 8/9/65)
Improper before this committee.

* * * * *

Case # Local 208, Los Angeles, California, and
8-5-2024 Transcon Lines

MASTER Case #SC-7-65-5906 - on behalf of V. O. Brown.
Dispute Case #SC-7-65-5907 - on behalf of J. Mathas & 67 John Does.
Claim for monies due as a result of a picket line.

DECISION: (Main Committee - Transcript Page 88 - 8/10/65)
M/m/s/and deadlocked that the claim be denied.
M/m/s/ and did not receive a majority vote "that this case go to arbitration."

* * * * *

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 222, Salt Lake City, Utah, and
8-5-2025 I.M.L. Freight

Termination Protest of discharge of William K. Hier.

DECISION: (Main Committee - Transcript Page 340 - 8/12/65)
M/m/s/c/ that driver William K. Hier be returned to work with full seniority and no back pay as of September 1, 1965, and that the discharge letter be reduced to a warning letter for his act.

* * * * *

Case # Local 222, Salt Lake City, Utah, and
8-5-2026 I.M.L. Freightlines

OTR A Salt Lake City domiciled sleeper team of drivers Stertz and
Dispute Beatty was dispatched from Salt Lake City on a Chicago run. The tractor broke down at Echo, Utah (approximately 60 miles out of Salt Lake City). The team and tractor were returned to Salt Lake City, and the team did not elect to be placed on the extra board, but elected to wait for the repair of their tractor. They claim 8 hours breakdown pay for each of two days while the tractor was being repaired.

DECISION: (Main Committee - Transcript Page 276 - 8/12/65)
M/m/s/c/ that the claim of the Union be denied based on the agreed upon rules between the Company and the Union.

* * * * *

Case # Local 222, Salt Lake City, Utah, and
8-5-2027 I.M.L.

Interpretation Requesting interpretation of whether employee has a right to split vacation for 2, 3, and 4 choices on first bid.

DISPOSITION: Postponed.

* * * * *

Case # Local 222, Salt Lake City, Utah, and
8-5-2028 I.M.L.

Termination The Local Union wishes to protest the discharge of Max Jepson.

DISPOSITION: Settled and Withdrawn.

* * * * *

JWAC Minutes
August 9, 10, 11, 12 & 13
1965

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 222, Salt Lake City, Utah, and
8-5-2029 Milne Truck Lines, Inc,

MASTER It is the Union's position under the provisions of Article 2,
Dispute Section 3 of the National Master Freight Agreement, that the
Company is obligated to recognize the Union upon a showing of
a representation of a majority of the employees involved. The
Union concedes that it has no agreement with Milne Terminal
Service, but contends that Milne Terminal Service is "non-existent",
has no legal existence and that the employees involved are all
employees of Milne Truck Lines, Inc. and are subject to the
provisions of the agreement referred to.

DECISION: (Main Committee - Transcript Page 239 - 8/11/65)
M/m/s/and deadlocked that the Union's claim be denied.

* * * * *

Case # Local 222, Salt Lake City, Utah, and
8-5-2030 Pacific Intermountain Express

Warning Protest of warning notice issued to David C. Soderborg.
Letter

DISPOSITION: Withdrawn.

* * * * *

Case # Local 287, San Jose, California, and
8-5-2031 Garden City Transportation

Joint Union Position: Wants three men off at one time.
Council 7
Dispute Employer Position: No contractual provisions specifying
percentages of employees off at one time.

DECISION: (Main Committee - Transcript Page 340 - 8/12/65)
M/m/s/c/ that based on the facts presented in this case, the position of the
Employer is upheld.

* * * * *

Case # Local 287, San Jose, California, and
8-5-2032 Garden City

Joint Does a run which includes early A.M. start have to be put for
Council 7 bid? Union's case included claim that early start constituted
Dispute a higher paid position.

DECISION: (Main Committee - Transcript Page 340 - 8/12/65)
M/m/s/c/ that the claim of the Union be denied.

* * * * *

JWAC Minutes
August 9, 10, 11, 12 & 13
1965

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 287, San Jose, California, and
8-5-2033 Pacific Intermountain Express

Joint Do early morning starts, assigned as the work load warrants,
Council 7 have to be bid?
Dispute

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 287, San Jose, California, and
8-5-2034 Pacific Intermountain Express

Joint Does a hostler job, on an occasional one day relief basis,
Council 7 have to bid?
Dispute

DISPOSITION: Withdrawn.

* * * * *

Case # Local 287, San Jose, California, and
8-5-2035 Scoffone

Dis- Local 287 protests the discharge of Caraveo.
charge

DECISION: (Main Committee - Transcript Page 355 - 8/12/65)
M/m/s/c/ that having heard all the cases to come before the JWAC, and it is
time for adjournment, the Company not being present and having been notified to
hear their case, that they lose all the benefits of Article 43, Section 1 (f) under
the Agreement.

* * * * *

Case # Local 315, Martinez, California, and
8-5-2036 Reliable

Dis- The Local Union protests the discharge of Anderson
charge

DECISION: (Main Committee - Transcript Page 340 - 8/12/65)
M/m/s/c/ that the discharge of Anderson be upheld.

* * * * *

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 448, Missoula, Montana, and
8-5-2037 Consolidated Freightways

OTR Junior driver, Alburthy, working for Consolidated Freightways
Dispute when senior driver Feucht was laid off in September, 1963.
Request driver Feucht be re-employed and paid for all trips
pulled by new driver Alburthy.

DISPOSITION: Postponed.

* * * * *

Case # Local 468, Oakland, California, and
8-5-2038 Consolidated

OTR Union claims eight hours abusive free time because when
Dispute drivers arrived at Billings, Montana, their load was there and
drivers were waiting for Company to hook up load.

DECISION: (Main Committee - Transcript Page 112 - 8/10/65)
M/m/s/c/ that the drivers be paid from 12:00 until 4:00 based on the evidence
presented.

* * * * *

Case # Local 468, Oakland, California, and
8-5-2039 Consolidated

OTR Pay claim for McCasland and Chandler.
Dispute

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 468, Oakland, California, and
8-5-2040 Consolidated

OTR Runaround for Dalke and Raynor. Union maintains Dalke and
Dispute Raynor were runaround at Walla Walla by Geiger and Skillings,
another Oakland team.

DECISION: (Main Committee - Transcript Page 221 - 8/11/65)
M/m/s/c/ that based on the facts of this case, the claim of the Union be upheld.

* * * * *

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 468, Oakland, California, and
8-5-2041 Consolidated

OTR Pay claim for Ong and Leeman.
Dispute

Union claims 16 1/2 hours pay due to blocked roads. Drivers called company and were told to keep checking on road conditions and leave as soon as possible. Drivers had to keep moving equipment due to floods at Arlington, Oregon and were never instructed to go off duty.

DECISION: (Main Committee - Transcript Page 121 - 8/10/65)
M/m/s/c/ that the claim of the Union be allowed for four and three-quarter hours,

* * * * *

Case # Local 468, Oakland, California, and
8-5-2042 Consolidated

OTR Pay claim Johnsen and Hare. Union claims 20 minutes pay,
Dispute drivers were stopped at the State scales and equipment checked by the California State Police.

DECISION: (Main Committee - Transcript Page 126 - 8/10/65)
M/m/s/c/ that this claim be paid. That future cases of this type be determined by the Central States application, which is 30 minutes. If it runs over 30 minutes, you get paid from the first minute.

* * * * *

Case # Local 468, Oakland, California, and
8-5-2043 Garrett

OTR Union claims that driver worked on Washington's Birthday and
Dispute was paid two different rates of pay. Hays was paid Short Line rate for working and was paid long line rate for holiday pay.

DECISION: (Main Committee - Transcript Page 325 - 8/12/65)
M/m/s/c/ that the men shall be paid eight hours pay at the Short Line rate for the holiday and the Short Line rate for the first eight hours worked on the holiday and time and one-half that rate for all hours thereafter.

* * * * *

Case # Local 468, Oakland, California, and
8-5-2044 Garrett

OTR Union claims short line rate of pay for Ries for a trip from
Dispute Emeryville to San Miguel and back.

DECISION: (Main Committee - Transcript Page 329 - 8/12/65)
M/m/s/c/ that on this particular trip in question the man shall be paid the Short Line rate of pay for all time away from his home terminal because the man was not told he was to lay over.

* * * * *

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 468, Oakland, California, and
8-5-2045 Pacific Intermountain Express

OTR Pay claim for Costa and Brignoli. Union claims 4 hours pay
Dispute for drivers because of road conditions.

DECISION: (Main Committee - Transcript Page 285 - 8/12/65)
M/m/s/c/ that the claim of the Union be denied.

* * * * *

Case # Local 468, Oakland, California, and
8-5-2046 Pacific Intermountain Express

OTR Union claims Troth and Moore claim 8 hours for local work.
Dispute Men reported for work at Sparks and were sent to Vista which
is East of Sparks to do local shuttle work before starting out
on a line trip to Oakland.

DECISION: (Main Committee - Transcript Page 289 - 8/12/65)
M/m/s/and deadlocked that the claim of the Union be upheld.
M/m/s/ and did not receive a majority vote "that this case go to arbitration."

* * * * *

Case # Local 468, Oakland, California, and
8-5-2047 Pacific Intermountain Express

OTR Union claims 5 hours runaround for Lane and Nixon.
Dispute

DECISION: (Main Committee - Transcript Page 294 - 8/12/65)
M/m/s/ and deadlocked that the Union claim be upheld.
M/m/s/ and did not receive a majority vote "that this case go to arbitration."

* * * * *

Case # Local 468, Oakland, California, and
8-5-2048 Pacific Intermountain Express

OTR Pay claim for Farrington and Smith. Union claims 1 1/2 hours for
Dispute drivers because they had to tie up due to fog and waited for
daylight before continuing on to Los Angeles.

DECISION: (Main Committee - Transcript Page 306 - 8/12/65)
M/m/s/c/ that the claim be paid.

* * * * *

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 468, Oakland, California, and
8-5-2049 Pacific Intermountain Express

OTR Pay claim for Brignoli and Costa.
Dispute

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 468, Oakland, California, and
8-5-2050 Pacific Intermountain Express

OTR Union claims cab fare at Boise, Idaho, from the dock to the
Dispute Indiana Hotel.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 468, Oakland, California, and
8-5-2051 Pacific Intermountain Express

OTR Pay claim for Fay and Quadros. Union claims 11 hours run-
Dispute around.

DECISION: (Main Committee - Transcript Page 312 - 8/12/65)
M/m/s/and deadlocked that this claim be paid.
M/m/s/ and did not receive a majority vote "that this case go to arbitration,"

* * * * *

Case # Local 468, Oakland, California, and
8-5-2052 Pacific Intermountain Express

OTR Pay claim for Kirby and Crowes. Union claims 8 hours
Dispute runaround.

DECISION: (Main Committee - Transcript Page 317 - 8/12/65)
M/m/s/c/ that the claim of the Union be denied.

* * * * *

Case # Local 468, Oakland, California, and
8-5-2053 Pacific Intermountain Express

OTR Terminal delay for Hilburn and Rains. Union claims 4 3/4 hours
Dispute for terminal delay at Denver.

DECISION: (Main Committee - Transcript Page 321 - 8/12/65)
M/m/s/c/ that the claim of the Union be denied.

* * * * *

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 468, Oakland, California, and
8-5-2054 Pacific Intermountain Express

Dis-charge Union protests discharge of Hill and Gama for dishonesty.

DISPOSITION: (Main Committee - Transcript Page 257 - 8/11/65)
Settled and Withdrawn.

* * * * *

Case # Local 468, Oakland, California, and
8-5-2055 Watson-Wilson

OTR Money claim for Hallaand Gilliam. Union claims differential
Dispute in pay between an Albuquerque trip and a Chicago trip.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 492, Albuquerque, New Mexico, and
8-5-2056 The Santa Fe Trails Transportation Co.

OTR Claim of James L. Elam, February 10, checking equipment
Dispute and loading and unloading.

DECISION: (Main Committee - Transcript Page 101 - 8/10/65)
M/m/s/c/ that the claim of the Union be denied.

* * * * *

Case # Local 690, Spokane, Washington, and
8-5-2057 Best Way Motor Freight

Warning Local 690 is protesting warning notice issued to Leo Pike.
Notice

DISPOSITION: Withdrawn.

* * * * *

Case # Local 741, Seattle, Washington, and
8-5-2058 Consolidated Freightways, Inc.

Interpre- Local 741 requests that Consolidated Freightways be instructed
tation to pay L. M. Scovill at the checkers rate of pay and adjust his
wages retroactively to January 1, 1964.

DISPOSITION: (Main Committee - Transcript Page 271 - 8/12/65)
Withdrawn.

* * * * *

JWAC Minutes
August 9, 10, 11, 12, & 13
1965

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 741, Seattle, Washington, and
8-5-2059 Gasoline Tank Service Company

Tanker Gasoline Tank Service is requiring their drivers to observe a
Dispute Company speed limit of 45 miles per hour.

It is the position of Local 741 that this is a Company rule under Article 55 (Company Rules) and since it has never been approved by Teamsters Local 741, it is not effective nor enforceable, and the limit should be raised to the legal posted speed.

DECISION: (Main Committee - Transcript Page 340 - 8/12/65)
M/m/s/c/ that based on the facts presented and based on the type of merchandise haul which is highly explosive and inflammable, that the claim of the Union be denied.

* * * * *

Case # Local 741, Seattle, Washington, and
8-5-2060 Interstate Freight Lines

Termination Local 741 protests the termination of Jack Cook by Interstate
Freight Lines on May 28, 1965.

DECISION: (Main Committee - Transcript Page 263 - 8/12/65)
M/m/s/c/ that based on the facts presented in this case that the discharge be upheld.

* * * * *

Case # Local 741, Seattle, Washington, and
8-5-2061 Los Angeles-Seattle Motor Express.

OTR Company in violation of Article 52 of the Western States Area
Dispute Over-the-Road Supplemental Agreement by not compensating sleeper drivers Varra and Chappelle, the local area heavy duty rate at Sacramento, California, on trip of 2/10 through 2/13/65.

DISPOSITION: (Main Committee - Transcript Page 258 - 8/12/65)
Withdrawn.

* * * * *

Case # Local 741, Seattle, Washington, and
8-5-2062 Sea-Land Freight Service, Inc.

Interpretation Local 741 takes the position, according to the NFA, Articles 1 & 2, that Sea-Land Freight Service, Inc., should become a party to the NMFA and the WSA OTR Supplemental Agreement, and the approved Alaska Rider to the same.

DISPOSITION: (Main Committee - Transcript Page 128 - 8/10/65)
Withdrawn.

* * * * *

JWAC Minutes
August 9, 10, 11, 12, & 13
1965

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 150, Sacramento, California, and
8-5-2064 Pierce Freight Lines and Valley Motor Lines,
Divisions of Consolidated Copperstate

OTR Union claims 8 hours pay for senior available local men on
Dispute June 27, 1965, when Portland-Los Angeles sleeper wayfreighted
in Sacramento. Claim for July 5th, 1965 was added to the case.

DECISION: (Main Committee - Transcript Page 132 - 8/10/65)
M/m/s/c/ that based on the evidence presented in this case the claim of the
Union be paid.

* * * * *

Case # Local 81, Portland, Oregon, and
8-5-2065 Pacific Intermountain Express

OTR Local Union 81 is claiming 18 1/2 hours runaround pay from
Dispute Pacific Intermountain Express on behalf of Portland Sleeper Team
St. John and Dunlap, for an alleged runaround incurred on
June 17, 1965.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 81, Portland, Oregon, and
8-5-2066 Nehalem Valley Motor Freight, Inc.

OTR Local Union 81 is claiming that Nehalem Valley Motor Freight, Inc.
Dispute has violated the bidding rights of Joe Murphy.

DECISION: (Main Committee - Transcript Page 210 - 8/11/65)
M/m/s/c/ that based on the facts in this case, the claim be denied, and this is
not a precedent setting case.

* * * * *

Case # Local 224, Los Angeles, California, and
8-5-2067 Pacific Intermountain Express

Dis- Local 224, on behalf of Leroy M. Boatright, protests his
charge discharge effective on July 19, 1965.

DECISION: (Main Committee - Transcript Page 341 - 8/12/65)
M/m/s/and deadlocked that the discharge be sustained not on the basis of any
possible drunkenness or drug-taking, but on the basis of a serious accident in
which a fellow employee was injured resulting from recklessness.

NOTE: This case shall be submitted to umpire handling with Mr. Sam Kagel
as the Arbitrator.

* * * * *

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 492, Albuquerque, New Mexico, and
8-5-2068 Navajo Freight Lines, Inc.

Interpre- Navajo Freight Lines, pursuant to Article 43, Section 1 (d) of
tation the Western States Over-the-Road Supplemental Agreement
hereby requests the Joint Western Committee for an interpretation
of Article 43, Section 2 of the same Agreement, whether
employees are entitled to recourse to the grievance procedure,
after engaging in an unauthorized work stoppage longer than
24 hours duration.

DECISION: (Main Committee - Transcript Page 351 - 8/12/65)
M/m/s/and deadlocked that this is not a proper matter for interpretation by this
committee, and they go back to the State Committee and dig out the facts.
M/m/s/ and did not receive a majority vote, "that this case go to arbitration."

* * * * *